

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

HAMMOND POWER SOLUTIONS, INC.,)	
and HAMMOND POWER SOLUTIONS INC.,)	
)	
Plaintiffs,)	
)	Case No. 22-965
v.)	
)	
NATIONAL UNION FIRE INSURANCE)	
COMPANY OF PITTSBURGH, PA., and)	
AIG INSURANCE COMPANY OF CANADA,)	
)	
Defendants.)	
)	

NOTICE OF REMOVAL

National Union Fire Insurance Company of Pittsburgh, Pa. (“National Union”) hereby removes the action pending in the State of Wisconsin, Circuit Court, Milwaukee County, Civil Division, *Hammond Power Solutions, Inc., et al. v. National Union Fire Insurance Company of Pittsburgh, Pa., et al.*, Case No. 2022CV004324 (the “State Court Action”) to the United States District Court for the Eastern District of Wisconsin, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, and in support, states as follows:

1. The State Court Action is an action in which Hammond Power Solutions, Inc. and Hammond Powers Solutions Inc. (collectively “Plaintiffs”) seek equitable relief and damages related to insurance policies issued by National Union and AIG Insurance Company of Canada (“AIG Canada”), with respect to National Union’s and AIG Canada’s respective disclaimers of coverage for an underlying lawsuit filed by Dragan Micic and Lidjia Bubanja, captioned *Dragan Micic et al. v. Rivercross Tenants’ Corporation et al.*, Index No. 150196/2022, pending in the Supreme Court of the State of New York, County of New York (the “Underlying Lawsuit”).

2. In accordance with 28 U.S.C. § 1446(a), a copy of all process and pleadings received by National Union in the State Court Action are attached hereto as Exhibit A.

3. Hammond Power Solutions, Inc. is a corporation organized under the laws of the state of Wisconsin with its principal place of business in Canada. (Ex. A, First Am. Compl. at ¶ 2.)

4. Hammond Power Solutions Inc. is a Canadian corporation with its principal place of business in Canada. (Id. at ¶ 1.)

5. National Union is a corporation organized under the laws of the state of Pennsylvania with its principal place of business in New York. (Id. at ¶ 4.)

6. AIG Canada is a Canadian corporation with its principal place of business in Canada. (Id. at ¶ 5.) The docket in the State Court Action indicates that an affidavit of service with respect to AIG Canada was filed on August 10, 2018. (**Ex. B.**) AIG Canada consents to the removal of the action.

7. There is more than \$75,000 in controversy in the State Court Action. Specifically, Plaintiffs allege that the Underlying Lawsuit seeks damages in excess of \$5,000,000 and exposes Plaintiffs to liability for the injuries alleged therein. Plaintiffs seek defense and indemnification for the Underlying Lawsuit in the State Court Action.

8. This Court has subject matter jurisdiction over the State Court Action pursuant to 28 U.S.C. § 1332(a), because the State Court Action involves a matter in controversy exceeding the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States and in which citizens or subjects of a foreign state are additional parties. 28 U.S.C. § 1332(a)(3).

9. Removal of the State Court Action to the Eastern District of Wisconsin is proper under 28 U.S.C. § 1441(a), because the State Court Action is a civil action brought in a state court of which the district courts of the United States have original jurisdiction, and the Eastern District of Wisconsin embraces the place where the State Court Action is pending – specifically, Milwaukee, Wisconsin.

10. This Notice of Removal is timely under 28 U.S.C. § 1446(b)(1) because it was filed on August 22, 2022, which is within thirty days after National Union’s receipt, by service or otherwise, of the State Court Action. The Summons received by National Union states service was effected on July 22, 2022. (Ex. A, Notice of Service of Process and Summons.) *See also* Fed. R. Civ. P. 6(a)(1)(C).

11. Additionally, this Notice of Removal is proper under 28 U.S.C. § 1446(b)(2)(A) because AIG Canada consents to the removal of the action.

12. Upon filing this Notice of Removal in the office of the Clerk of the United States District Court for the Eastern District of Wisconsin, National Union also will give written notice to all adverse parties and file a copy of this Notice of Removal with the Circuit Court of the State of Wisconsin, Milwaukee County, to effect removal of this action pursuant to 28 U.S.C. § 1446(d).

WHEREFORE, National Union respectfully requests that this case proceed in this Court as a removed claim or cause of action.

Dated: August 22, 2022

Respectfully submitted,

By: /s/ Regina A. Ripley
Regina A. Ripley
Nicolaides Fink Thorpe Michaelides Sullivan LLP
10 S. Wacker Drive, Suite 2100
Chicago, IL 60606
Telephone: (312) 585-1400
rripley@nicolaidesllp.com

*Attorney for National Union Fire Insurance
Company of Pittsburgh, Pa.*

EXHIBIT A



Notice of Service of Process

null / ALL
Transmittal Number: 25294731
Date Processed: 07/29/2022

Primary Contact: Eric Manne
AIG Property Casualty
1271 Avenue of the Americas
Fl 37
New York, NY 10020-1303

Entity:	National Union Fire Insurance Company of Pittsburgh, Pa. Entity ID Number 0085137
Entity Served:	National Union Fire Insurance Company Of Pittsburgh, Pa
Title of Action:	Hammond Power Solutions, Inc vs. National Union Fire Insurance Company of Pittsburgh, PA
Matter Name/ID:	Hammond Power Solutions, Inc vs. National Union Fire Insurance Company of Pittsburgh, PA (12624263)
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Milwaukee County Circuit Court, WI
Case/Reference No:	2022CV004324
Jurisdiction Served:	Wisconsin
Date Served on CSC:	07/22/2022
Answer or Appearance Due:	45 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Quarles & Brady LLP 414-277-5745

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

FILED
07-08-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
S. J. ...
CIVIL DIVISION
Branch 08

STATE OF WISCONSIN

:

CIRCUIT COURT

:

MILWAUKEE COUNTY
CIVIL DIVISION

Branch 08

HAMMOND POWER SOLUTIONS, INC.,
1100 Lake St.
Baraboo, WI 53913

Plaintiff,

v.

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA,
c/o Corporation Service Company
8040 Excelsior Dr., Suite 400
Madison, WI 53717

Defendant.

Case No.

Case Codes: 30303
30701

SUMMONS

To the above-named Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Milwaukee County Circuit Court, 901 9th St., Milwaukee, WI 53233, and Quarles & Brady LLP, Attention: Brandon Gutschow, 411 East


PROCESS SERVER

7-22-22

1010Am

Wisconsin Avenue, Suite 2400, Milwaukee, WI 53202-4426. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the Court may grant judgment against you for the award of the money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

DATED July 8, 2022

QUARLES & BRADY LLP

/s/Brandon R. Gutschow

Brandon R. Gutschow SBN # 1066002

Hannah M. Schwartz SBN # 1118503

411 East Wisconsin Avenue

Suite 2400

Milwaukee, WI 53202-4428

Phone: (414) 277-5745

Brandon.gutschow@quarles.com

Hannah.schwartz@quarles.com

Attorneys for Plaintiff

FILED
07-08-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Scott
CIVIL DIVISION
Branch 08

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY
 CIVIL DIVISION

HAMMOND POWER SOLUTIONS, INC.,
 1100 Lake St.
 Baraboo, WI 53913

Plaintiff,

v.

Case No.

NATIONAL UNION FIRE INSURANCE
 COMPANY OF PITTSBURGH, PA,
 c/o Corporation Service Company
 8040 Excelsior Dr., Suite 400
 Madison, WI 53717

Case Codes: 30303
 30701

Defendant.

COMPLAINT

Plaintiff, HAMMOND POWER SOLUTIONS, INC., by and through its attorneys
 Quarles & Brady LLP, for its Complaint against Defendant NATIONAL UNION FIRE
 INSURANCE COMPANY OF PITTSBURGH, PA, states as follows:

PARTIES

1. Plaintiff Hammond Power Solutions, Inc. ("Plaintiff" or "HPS") is a Wisconsin corporation with its principal place of business located in Ontario, Canada. HPS engages in substantial business throughout the State of Wisconsin and has a corporate office located at 1100 Lake St., Baraboo, WI 53913.

2. Defendant National Union Fire Insurance Company of Pittsburgh, PA ("Defendant" or "National Union") is an insurer engaged in the business of selling insurance

contracts to commercial entities such as HPS in Wisconsin and elsewhere. Upon information and belief, National Union is incorporated under the laws of Pennsylvania, with its principal place of business in New York. National Union's registered agent for service of process is Corporation Service Company, 8040 Excelsior Dr., Suite 400, Madison, WI 53717.

JURISDICTION, AND VENUE

3. The Court has personal jurisdiction over National Union under Wis. Stat. §§ 801.05, including, without limitation, § 801.05(1)(d) and § 801.05(10)(a) because National Union engages in substantial business in the State of Wisconsin.

4. Venue is proper in the Circuit Court of the State of Wisconsin, Milwaukee County pursuant to Wis. Stat. § 801.50(2)(c) because, upon information and belief, National Union does substantial business in Milwaukee County. In the alternative, venue is proper pursuant to Wis. Stat. § 801.50(2)(d).

FACTS

The National Union Insurance Policy

5. National Union issued policy No. GL 192-99-47 (the "Policy") to HPS for consecutive policy periods commencing from November 1, 2017 to November 1, 2022.

6. A true and correct copy of the Policy is attached as **Exhibit A**.

7. The Policy provides primary commercial general liability coverage for certain claims against HPS subject to a \$1,000,000 limit for each occurrence and in the aggregate.

8. The Policy states, in relevant part:

[National Union] will pay those sums that the insured becomes legally obligated to pay as damages because of 'bodily injury' or 'property damage' to which this insurance applies. [National Union] will have the right and duty to defend the insured against any 'suit' seeking those damages.

9. The Policy defines "bodily injury" as "bodily injury, sickness or disease sustained

by a person, including death resulting from any of these.”

10. National Union agreed, subject to narrow policy exclusions, to defend HPS in any suit alleging damages for “bodily injury” that occurs during the policy period caused by an “occurrence.”

11. The Policy defines “occurrence” broadly as “an accident, including continuous or repeated exposure to substantially the same general harmful conditions.”

12. HPS has fully performed and complied with all terms and conditions of the Policy.

The Underlying Litigation

13. On or around March 11, 2022, Dragan Micic (“Micic”) and Lidjia Bubanja (“Bubanja”) filed a negligence suit against HPS (the “Suit”).

14. A true and correct copy of the Suit is attached as **Exhibit B.**

15. The Suit alleges that, between approximately May 2019 and August 2021, Micic and Bubanja were exposed to electromagnetic fields emitted from electric transformers located near Micic and Bubanja’s apartment unit that were manufactured and installed by HPS.

16. The Suit alleges that Micic and Bubanja both sustained various damages between May 2019 and August 2021 caused by the electric transformers, including pain and suffering, emotional distress, loss of consortium, and medical expenses.

17. Micic and Bubanja seek damages from HPS in excess of \$5,000,000.

National Union’s Denial of Coverage

18. HPS gave prompt and timely notice of the Suit to National Union.

19. On March 28, 2022, HPS tendered the Suit to National Union demanding full defense and indemnification as required under the Policy.

20. In a letter dated April 27, 2022, National Union improperly denied coverage for the Suit.

21. In its letter, National Union wrongfully asserted that an endorsement to the Policy titled in capitalized bold font as a “**RADIOACTIVE MATTER EXCLUSION**” excludes coverage for the Suit because the Suit alleges damages for bodily injury arising from electromagnetic field radiation (“EMF Radiation”). In support of this denial, National Union went so far as to re-title the endorsement and refer to it as a “radiation exclusion.”

22. However, the radioactive matter exclusion is not applicable because the Suit does not allege any damages for bodily injury arising from exposure to radioactive matter or radiation from radioactive matter. Indeed, the Suit does not in any way relate to or implicate radioactive matter.

23. Upon information and belief, insurers—including National Union—regularly add electromagnetic field exclusions specifically for EMF Radiation.

24. Here, however, National Union elected *not* to add an electromagnetic field exclusion for EMF Radiation to the Policy.

25. The radioactive matter exclusion included in the Policy does not reference electromagnetic fields or EMF Radiation at all.

26. In a letter dated May 26, 2022, HPS requested National Union reconsider its denial.

27. National Union persisted in denying coverage, again referring to the endorsement as a “radiation exclusion,” and has not honored its defense obligations under the Policy.

28. The Suit falls within coverage provided by the Policy because the Suit alleges an “occurrence” resulting in “bodily injury” during the policy period.

29. No exclusion—including the radioactive matter exclusion—or any other term in the Policy negates coverage for the Suit.

30. HPS has already expended substantial amounts to investigate and defend the Suit and will continue to incur significant expenses to defend the Suit.

31. All conditions precedent to coverage under the Policy have been satisfied or waived.

COUNT I
(Declaratory Judgment)

32. Paragraphs 1 through 31 are re-alleged and incorporated as though fully set forth herein.

33. There is a justiciable controversy concerning the liability of the Defendant to HPS for amounts owed to HPS for the defense and indemnification of the Suit, including amounts that may be incurred by HPS in the future for payment of defense, settlement, or judgment costs for the Suit.

34. Pursuant to Wis. Stat. § 806.04, HPS is entitled to a declaration that National Union is liable for all amounts paid, or to be paid, by HPS for defense costs, settlement amounts and judgment amounts made in connection with the Suit.

COUNT II
(Breach of Duty to Defend)

35. Paragraphs 1 through 34 are re-alleged and incorporated as though fully set forth herein.

36. By failing to assume the defense and/or reimburse HPS for defense costs, National Union has breached its duty to defend under the Policy.

37. As a direct and proximate result of National Union's breach of its duty to defend, HPS has suffered damages including substantial defense costs.

38. By virtue of National Union's breach of its duty to defend, National Union has waived all coverage defenses.

COUNT III

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

39. Paragraphs 1 through 38 are re-alleged and incorporated as though fully set forth herein.

40. HPS has repeatedly requested that National Union acknowledge coverage and defend HPS in full against the Suit as the Policy requires. National Union persistently refused to do so.

41. National Union's duty to defend HPS in full under the circumstances is not fairly debatable.

42. National Union owes its policyholders, including HPS, a duty of good faith and fair dealing.

43. National Union breached this duty in the following respects:

- a) Unreasonably and in bad faith failing to provide a defense of the Suit even though the Suit is covered under the Policy.
- b) Unreasonably and in bad faith attempting to transform the Policy's radioactive matter exclusion into a radiation exclusion.
- c) Unreasonably and in bad faith failing and refusing to give at least as much consideration to the interests and welfare of HPS as National Union gave its own interests.

- d) Unreasonably and in bad faith requiring HPS to file suit to obtain the benefits owed under the Policy.

44. As a direct and proximate result of National Union's unreasonable and bad-faith conduct, HPS has sustained and will sustain substantial monetary damages, in an amount to be determined at trial.

WHEREFORE, for the foregoing reasons, HPS respectfully requests the Court grant judgment in its favor against National Union for the following relief:

- 1) A declaration that National Union is liable for future amounts HPS must pay for defense, settlement, or by way of judgment for the Suit;
- 2) Damages, in an amount to be determined at trial, including an amount necessary to reimburse HPS for all defense costs incurred by HPS associated with litigating the Suit;
- 3) Prejudgment interest pursuant to Wis. Stat. § 628.46 and § 138.04;
- 4) An award of compensatory and punitive damages, in an amount to be determined at trial;
- 5) Actual attorney fees pursuant to *DeChant v. Monarch Life Ins. Co.*, 200 Wis. 2d 559, 547 N.W.2d 592 (1996);
- 6) Such other costs and fees HPS has expended, as provided by law; and
- 7) Such other relief as the Court may deem appropriate.

DATED July 8, 2022.

QUARLES & BRADY LLP

/s/Brandon R. Gutschow

Brandon R. Gutschow SBN # 1066002

Hannah M. Schwartz SBN # 1118503

411 East Wisconsin Avenue

Suite 2400

Milwaukee, WI 53202-4428

Phone: (414) 277-5745

Brandon.gutschow@quarles.comHannah.schwartz@quarles.com*Attorneys for Plaintiff*

FILED

07-08-2022

George L. Christenson

Clerk of Circuit Court

2022CV004324

Honorable William

Sosnay-08

Branch 08

EXHIBIT A



April 11, 2022

David Budde
david.budde@aig.com

Torrie Meier
HUB INTERNATIONAL MIDWEST LIM
1591 GALBRAITH AVENUE SE
GRAND RAPIDS MI 49546

Re:

Insured Name: HAMMOND POWER SOLUTIONS, INC
Policy No.: 192-99-47
Effective Date: 12/01/2021

Dear Torrie,

Thank you for your business. Enclosed please find the renewal policy. Please review and contact me promptly with any questions or concerns.

We appreciate your business.

Notification

CHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Policy Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following: 1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

141636 (5/21)

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

RENEWAL OF NO: 1929947
POLICY NO: 192-99-47

CG DS 01 10 01



Coverage is provided by
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
(a capital stock company)
1271 Ave of the Americas FL 37
New York, NY 10020-1304
(212) 458-5000

COMMERCIAL GENERAL LIABILITY DECLARATIONS

NAMED INSURED & MAILING ADDRESS
HAMMOND POWER SOLUTIONS, INC
1100 Lake St
Baraboo, WI 53913-3000

PRODUCER'S NAME & MAILING ADDRESS
HUB INTERNATIONAL MIDWEST LIMITED
1591 GALBRAITH AVENUE SE
GRAND RAPIDS, MI 49546

POLICY PERIOD: From 12/01/2021 to 11/01/2022 at 12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS:

☒ CORPORATION ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☐ INDIVIDUAL ☐ OTHER

BUSINESS DESCRIPTION: INDUSTRIAL MACHINERY

Location of all Premises you own, rent or occupy: SEE SCHEDULE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

POLICY PREMIUM: \$69,918.00

PREMIUM SHOWN IS PAYABLE: As Invoiced.

*This policy may be subject to final audit.

Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act 2019:

\$692 Included In Policy Premium

SCHEDULE OF STATE TAXES, FEES AND SURCHARGES, IF APPLICABLE:**

**State Taxes, Fees and Surcharges shown are in addition to the above referenced Policy Premium.

ENDORSEMENTS ATTACHED TO THIS POLICY: SEE ATTACHED FORMS SCHEDULE

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS, AND FORMS AND ENDORSEMENTS IF ANY ISSUED TO FORM A PART THEREOF COMPLETE THE ABOVE NUMBERED POLICY

Date Issued: 04/11/2022

LIMITS OF INSURANCE			
EACH OCCURRENCE LIMIT	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	100,000	Any one premises
MEDICAL EXPENSE LIMIT	\$	10,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$	1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	\$	1,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	1,000,000	

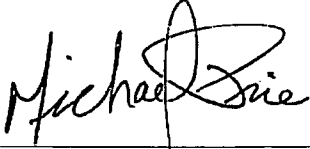
RETROACTIVE DATE (CG 00 02 ONLY)	
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.	
RETROACTIVE DATE:	NONE
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES.)	

CLASSIFICATION AND PREMIUM						
CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE		ADVANCE PREMIUM	
			Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp ops
LOC: 0001 ADDRESS: SLOC: 1100 Lake St TERR: 503 Baraboo, WI 53913-3000						
[52440] Electrical Power Distribution or Transmission Equipment Mfg.	52440	14944714 1 S	0.0622	0.4406	\$8,705	\$60,446
					Total	\$69,151

A = AREA
 C = TOTAL COST
 M = ADMISSIONS
 O = TOTAL OPERATING
 P = PAYROLL
 S = GROSS SALES
 T = OTHER
 U = UNITS (EACH)

Date Issued: 04/11/2022

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative.



President

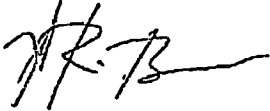
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



Authorized Representative

SIGNUJ

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(COVERAGE INCLUDED)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$692, and does not include any charges for the portion of losses covered by the United States government under the Act.

FORMS SCHEDULE

EFFECTIVE DATE: 12/01/2021

NAMED INSURED: HAMMOND POWER SOLUTIONS, INC

POLICY NO: 192-99-47

CG00010413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG01240193	WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS
CG03000196	DEDUCTIBLE LIABILITY INSURANCE
CG04351207	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG20011219	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
CG20431219	ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT
CG20441219	ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT
CG21070514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG21180413	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
CG21320509	COMMUNICABLE DISEASE EXCLUSION
CG21411219	EXCLUSION - INTERCOMPANY PRODUCTS SUITS
CG21471207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG21490999	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG21520413	EXCLUSION - FINANCIAL SERVICES
CG24041219	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ILO0171198	COMMON POLICY CONDITIONS
ILO0210908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
ILO2831118	WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL
583320807	TOTAL LEAD EXCLUSION
617071294	AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT
619440914	BROAD FORM NAMED INSURED
621320395	UNINTENTIONAL ERRORS AND OMISSIONS
621340395	AMENDMENT ENDORSEMENT - WHEN WE DO NOT RENEW

822510901	AIRCRAFT PRODUCTS EXCLUSION AND GROUNDING ENDORSEMENT
628980712	RADIOACTIVE MATTER EXCLUSION
840040712	ERISA EXCLUSION
653220807	SECURITIES AND FINANCIAL INTEREST EXCLUSION
786890703	FUNGUS EXCLUSION
825400712	ASBESTOS AND SILICA EXCLUSION ENDORSEMENT
862810704	WELDING EXCLUSION
896440613	ECONOMIC SANCTIONS ENDORSEMENT
916590906	PREMIUM AUDIT WAIVER ENDORSEMENT
952840807	COVERAGE FOR YOUR EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES
953090807	COVERAGE TERRITORY ENDORSEMENT [PUERTO RICO EXCLUDED]
1074140311	LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED
1159241013	INDIANA AMENDATORY ENDORSEMENT (Definition of Pollutants)
1255950320	FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT
1333410519	PFC EXCLUSION ENDORSEMENT

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES**COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes

place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person

or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any

contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages be-

cause of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be

damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the

claim or "suit" and the date received; and
(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is

primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and

self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in

this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or

organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials

to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- a. Means:
 - (1) Any goods or products, other than real

property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 01 24 01 93**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WISCONSIN CHANGES - AMENDMENT OF POLICY
CONDITIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CHANGES (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

3. The following is added to Condition 6. REPRESENTATIONS (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

4. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. CONFORMITY TO STATUTE OR RULE

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Section 227.11(2) and published in the Wisconsin Administrative Code.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Coverage****Amount and Basis of Deductible
PER CLAIM or PER OCCURRENCE**

Bodily Injury Liability

OR

Property Damage Liability

OR

Bodily Injury Liability and/or

Property Damage Liability Combined

See Schedule for CG0300

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined
 as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combinedas the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- C. The terms of this insurance, including those with respect to:
- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2. Your duties in the event of an "occurrence", claim, or "suit"
- apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
SCHEDULE FOR CG 03 00 01 96**DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage Policywide	SCHEDULE			
	Amount and Basis of Deductible			
	PER CLAIM	or	PER OCCURRENCE	
	Premises	Products	Premises	Products
Bodily Injury			BI \$10,000	BI Combined
Liability/Property Damage			PD Combined	PD Combined
Liability Combined				

SCHEDULE FOR CG 03 00 01 96

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 04 35 12 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EMPLOYEE BENEFITS LIABILITY COVERAGE****THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance		Each Employee Deductible	Premium
Employee Benefits Programs	\$ 1,000,000	each employee	\$ 10,000	\$1,000
	\$ 1,000,000	aggregate		
Retroactive Date:	11/01/2015			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. The following is added to Section I - Coverages:**COVERAGE - EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III - Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any

similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

- 1. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

- 2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II - Who Is An Insured are replaced by the following:

- 2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire

or form the organization or the end of the policy period, whichever is earlier.

- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **Section III - Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) "Claims" made or "suits" brought;
- (3) Persons or organizations making "claims" or bringing "suits";
- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program".

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- c. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "suits" seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.

- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV - Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Schedule of this insurance; or
 - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to

"claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added there to by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the Definitions Section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 20 43 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:
1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
 2. "Personal and advertising injury"; caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.
- B.** The insurance afforded to such additional insured described in Paragraph A. of this endorsement:
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- C.** With respect to insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:
1. Legal, accounting or advertising services;
 2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
 3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
 4. Engineering services, including related supervisory or inspection services;
 5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
 6. Any health or therapeutic service treatment, advice or instruction;
 7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
 8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
 9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
 10. Body piercing services;
 11. Services in the practice of pharmacy;
 12. Law enforcement or firefighting services; and
 13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 20 44 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - VENDORS - AUTOMATIC
STATUS WHEN REQUIRED IN AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured is amended to include as an additional insured any "vendor", but only with respect to liability for "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business. However, the insurance afforded to such "vendor":
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".
- B. With respect to the insurance afforded to any "vendor", the following additional exclusions apply:
1. The insurance afforded the "vendor" does not apply to:
 - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the "vendor";
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these "vendors", the following is added to **Section III – Limits Of Insurance**:
- The most we will pay on behalf of the "vendor" is the amount of insurance:
1. Required by the contract or agreement; or

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- D. The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 07 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY - LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or

transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 16 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION - DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services
1. ALL PROFESSIONAL SERVICES
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render

any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 32 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
This insurance does not apply to:
Communicable Disease
"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
 - Testing for a communicable disease;
 - Failure to prevent the spread of the disease; or
 - Failure to report the disease to authorities.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**
- 2. Exclusions**
This insurance does not apply to:
Communicable Disease
"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
- Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
 - Testing for a communicable disease;
 - Failure to prevent the spread of the disease; or
 - Failure to report the disease to authorities.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 41 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION - INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim made or "suit" brought for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

POLICY NUMBER: 192-99-47

**COMMERCIAL GENERAL LIABILITY
CG 21 49 09 99**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following: This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 52 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION - FINANCIAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:
 - a. Any:
 - (1) Investment;
 - (2) Pension;
 - (3) Annuity;
 - (4) Savings;
 - (5) Checking; or
 - (6) Individual retirement; plan, fund or account;
 - b. The issuance or withdrawal of any bond, debenture, stock or other securities;
 - c. The trading of securities, commodities or currencies; or
 - d. Any acquisitions or mergers;
2. Acting as a dividend disbursing agent, ex-

change agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;

3. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
4. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
5. Checking or reporting of credit;
6. Maintaining of financial accounts or records;
7. Tax planning, tax advising or the preparation of tax returns; or
8. Selling or issuing traveler's checks, letters of credit, certified checks, bank checks or money orders.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render financial services by any insured to others.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PARTIES CONTRACTUALLY REQUIRING WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: 192-99-47

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

POLICY NUMBER: 192-99-47

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT**
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the

custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

POLICY NUMBER: 192-99-47

IL 02 83 11 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

- a.** The policy was obtained by material misrepresentation;
- b.** There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- c.** There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the Cancellation Common Policy Condition:

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

Capital Assets Program (Output Policy)
Coverage Part

Commercial Inland Marine Coverage Part
Commercial Property Coverage Part Crime And
Fidelity Coverage Part Equipment Breakdown
Coverage Part Farm Coverage Part

1. We may rescind this policy because of the following:

- a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c. Failure of a condition before a loss if such failure exists at the time of loss; or
- d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

- a. For the reasons in Paragraphs C.1.a. and C.1.b. unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

- b. For the reasons in Paragraphs C.1.c. and C.1.d. unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. Nonrenewal

- a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
- (2) You have accepted replacement coverage;
- (3) You have requested or agreed to nonrenewal of this policy;
- (4) This policy is renewed in an affiliate in compliance with WIS. STAT. § 631.39; or
- (5) This policy is expressly designated as nonrenewable.

- b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

- c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

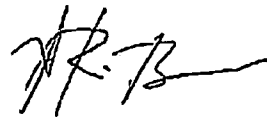
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

TOTAL LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

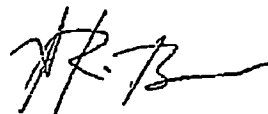
AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable on any "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have receive such notice. To the extent possible notice should include:
- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

BROAD FORM NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Policy Declarations, "Named Insured" is revised to include:

"Named Insured" means the person or organization first named as the Named Insured on the Declarations Page of this policy (the "First Named Insured"). Named Insured also includes (1) any other person or organization named as a Named Insured on the Declarations Page; (2) any subsidiary, associated, affiliated, allied or acquired company or corporation (including subsidiaries thereof) of which any insured named as the Named Insured on the Declarations Page has more than 50% ownership interest in or exercises management or financial control over at the inception date of this policy, provided such subsidiary, associated, affiliated, allied or acquired company or corporation and their operations have been declared to us prior to the inception date of this policy.

All other terms and conditions remain unchanged.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

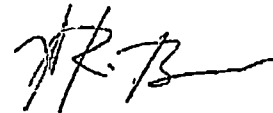
UNINTENTIONAL ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV - Commercial General Liability Conditions, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this policy.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT ENDORSEMENT - WHEN WE DO NOT RENEW

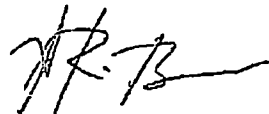
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV - Commercial General Liability Conditions, 9. - When We Do Not Renew is amended to read:

9. If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than **sixty** (60) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AIRCRAFT PRODUCTS EXCLUSION AND GROUNDING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage", arising out of "aircraft products and completed operations" or reliance upon any representations or warranties made with respect to "aircraft products and completed operations", nor to any "bodily injury" or "property damage" arising out of the "grounding" of any "aircraft".

Section V. - Definitions, 16. - Products-completed operations hazard, is amended to add the following paragraph :

"Aircraft products-completed operations hazard", includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work", including services and labor performed by you, or on your behalf, in connection with "aircraft", including missiles, space craft, as well as the ground support or control equipment used therewith, and any goods or products manufactured, sold, handled or distributed by you or your predecessor companies, as well as any services provided or recommended by you or your predecessor companies, for use in the manufacture, repair, operation, maintenance or use of any "aircraft". Also included are any articles furnished by you and installed in "aircraft" or used in connection with "aircraft" or for spare parts for "aircraft", including ground handling tools and equipment, as well as training aids, instruction manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such "aircraft" or articles, except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned.

Section V. - Definitions, is amended with the addition of the following definitions :

"Grounding" means the withdrawal of one or more "aircraft" from flight operations or the imposition of speed, passenger or load restrictions on such "aircraft", by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such "aircraft" or any part thereof sold, handled or distributed by you or manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings or with tools machinery or other equipment furnished to such persons or organizations by you, whether such "aircraft" so withdrawn are owned or operated by the same or different persons, organizations or corporations. A "grounding" will be deemed to commence on the date of an "occurrence" which discloses such condition or on the date an "aircraft" is first withdrawn from service on account of such condition, whichever occurs first.

"Aircraft" means a vehicle designed to be used primarily in the air and to be supported by the dynamic reaction of the air upon the vehicle's wings or rotorblades, and/or by the vehicle's buoyancy in the air. The term "aircraft", however, excludes missiles, spacecraft and the ground support or control equipment used therewith.

A handwritten signature in black ink, appearing to be "J.R. B.", written over a horizontal line.

Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

RADIOACTIVE MATTER EXCLUSION

This endorsement modifies insurance provided under the following:

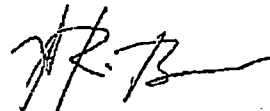
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section 1. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Section 1. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions, is amended to add:

"Personal and advertising injury" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ERISA EXCLUSION

This endorsement modifies insurance provided under the following:

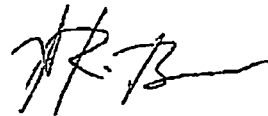
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage" arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof or any regulation pertaining thereto.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions is amended to add:

"Personal and advertising injury" arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof or any regulation pertaining thereto.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

SECURITIES AND FINANCIAL INTEREST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section 1. - Coverages, Coverage A. - Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage", arising out of:

- (1) The purchase, or sale or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
- (2) Any representations made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
- (3) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

Section 1. - Coverages, Coverage B. - Personal and Advertising Liability, 2. - Exclusions, is amended to add:

"Personal and advertising injury" arising out of:

- (a) The purchase, or sale or offer of sale, or solicitation or advertising of any security, debt, bank deposit or financial interest or instrument;
- (b) Any representations made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
- (c) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

FUNGUS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any "fungus(i)", "mold(s)", mildew or yeast, or
- b. Any "spore(s)" or toxins created or produced by or emanating from such "fungus(i)", "mold(s)", mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast, or "spore(s)" or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including "mold(s)", rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and "fungi" that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its other endorsements, the provisions of this exclusion will supercede.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ASBESTOS AND SILICA EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section 1. - COVERAGES, COVERAGE A. - BODILY INJURY and PROPERTY DAMAGE LIABILITY,
2. - Exclusions, is amended to add the following exclusions:

Asbestos

"Bodily injury" or "property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

Silica

"Bodily injury" or "property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

Section 1. - COVERAGES, COVERAGE B. - PERSONAL and ADVERTISING INJURY LIABILITY,
2. - Exclusions is amended to add the following exclusions:

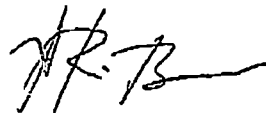
Asbestos

"Personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

Silica

"Personal and advertising injury" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "personal and advertising injury" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms, conditions and exclusions of the policy shall remain unchanged.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.


WELDING EXCLUSION

This insurance does not apply to any loss, costs, injury, damage, claim, dispute and/or suit arising out of, directly or indirectly, in whole or in part, by any actual or alleged minerals, chemicals or any other substances, in any form, emitted by or produced through the use of:

1. Welding equipment, welding rods or cutting torches; or
2. Any other substances used in conjunction with welding equipment, welding rods or cutting torches.

To the extent any coverage may otherwise be available under this Policy or any of its endorsements, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

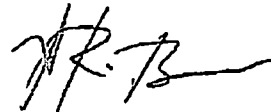
issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

PREMIUM AUDIT WAIVER ENDORSEMENT

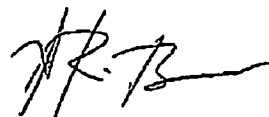
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Premium Audit** is deleted and replaced by the following:

- a. We will waive the audit of all premiums for this Coverage Part.
- b. This waiver is not applicable to those states whose laws require us to perform an audit. In those states where an audit is required, the following provisions shall apply:
 - (a) We will compute all premiums for this Coverage Part in accordance with our rules and rates.
 - (b) Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
 - (c) The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

All other terms, definitions, conditions, and exclusions in the policy remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**COVERAGE FOR YOUR EMPLOYEES RELATING TO
CO-EMPLOYEE INJURIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED, 2. a. (1) is amended to read:

(1) "Bodily injury" or "personal and advertising injury":

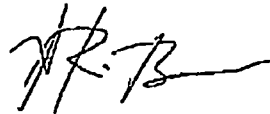
(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.

However, your "employees" are insureds for "bodily injury" to co-"employees" while in the course of their employment or performing duties related to the conduct of your business so long as claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability;**

(b) To the spouse, child, parent, brother or sister of that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above;

(d) Arising out of his or her providing or failing to provide professional health care services.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

COVERAGE TERRITORY ENDORSEMENT

[PUERTO RICO EXCLUDED]

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V - DEFINITIONS, 4. - Coverage Territory, is amended to read:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

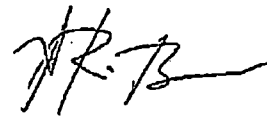
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**INDIANA AMENDATORY ENDORSEMENT
(Definition of Pollutants)**

When a claim or **Suit** is brought against an **Insured** in the state of Indiana and/or Indiana law applies, this policy is amended as follows:

The definition of **Pollutants** in this policy or in any endorsement to this policy is deleted in its entirety and replaced with the following:

Pollutants means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, gasoline, butane, propane, natural gas, and other fuels, brake fluid, transmission fluid, and other hydraulic fluids, ethylene glycol, methyltertbutylether (MTBE), methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel and antifreeze additives, grease, tar, petroleum distillates, and other petroleum products and petroleum hydrocarbons, carbon monoxide, and other exhaust gases, stoddard solvent, mineral spirits, and other solvents, chromium compounds, emulsions/emulsifiers, naphtha tetrachloroethylene (PCE), perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, methyl isobutyl ketone, methyl ethal ketone, n-butyl acetate, 2-butoxyethanol, hexylene glycol, peroxides, freon, polychlorinated biphenyl (PCB), CFC113, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, barium, 1,2-Dichloroethylene, ethylene dichloride, dichloromethane, methylene chloride, ethylbenzene, lead, Mercury, Selenium, sulfate, xylene, silica, sewage, and industrial waste materials, and all substances, constituents, derivatives or degradative byproducts, or additives specifically listed, identified, or described by one or more of the following references:

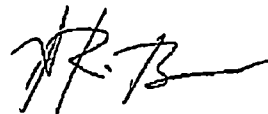
- i. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);
- ii. Agency for Toxic Substances And Disease Registry ToxFAQs™ ;
- iii. Clean Air Act's List of 188 Air Toxics And Diesel Particulate Matter;
- iv. U.S. Environmental Protection Agency EMCI Chemical References Complete Index;
- v. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemicals List;
- vi. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table - 2012; and
- vii. Indiana Department of Environmental Management, Risk Integrated System of Closure Technical Guide, Default Closure Tables, January 31, 2006 Appendix 1 (Revised May 1, 2009)

Substances identified as examples above or by the referenced lists also include materials or substances to be discarded, recycled, reconditioned or reclaimed.

This definition of **Pollutants** applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic or thermal irritant or contaminant or substance is your product or products used by you or for you, and/or is an integral part of or incidental to your business, operations, premises, site or locations or has any function in your business, operations, premises, site or locations.

For the purpose of this endorsement, **Suit, Insured** and **Pollutants** shall have the applicable meaning, in accordance with the terms of this policy, whether or not such term is in quotation marks or bolded.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Authorized Representative or
Countersignature (Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**FEDERAL SHARE OF COMPENSATION UNDER
TRIA AND CAP ON LOSSES ENDORSEMENT**

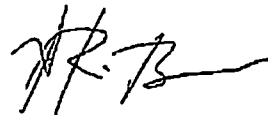
This endorsement modifies insurance provided by this Policy:

DISCLOSURE

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage such as, an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and for aggregate insured losses up to \$100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

All other terms and conditions of the Policy remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

PFC EXCLUSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION 1 – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, and hereby amended to include the following:

Perfluorinated Compounds and Polyfluoroalkyl Substances

"Bodily injury", "property damage", "personal and advertising injury", expense, loss, demand, claim, liability, or legal obligation based upon, attributable to, resulting from, or in any way related to the following":

perfluorinated compounds (PFC) or per- and polyfluoroalkyl substances (PFAS) including but not limited to perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorononanoic acid (PFNA), perfluorobutyric acid (PFBA), perfluorobutane sulfonic acid (PFBS), perfluoropentanoic acid (PFPeA), perfluorohexane sulfonic acid (PFHxS), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctane sulfonamide (PFSOA), perfluorodecanoic acid (PFDA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTTrDA), perfluorotetradecanoic acid (PFTeDA), or 6:2 Fluorotelomer sulfonate (6:2 FTS).

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFC-related or PFAS-related "bodily injury", "property damage", "personal and advertising injury," expense, loss, demand, claim, liability or legal obligation.

All other terms and conditions of this policy remain unchanged.



AUTHORIZED REPRESENTATIVE
(or countersignature (in states where applicable))

FILED
07-08-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
DRAGAN MICIC and LIDIJA BUBANJA, : INDEX NO.: 150196/2022

Plaintiffs, :

-against- : SUPPLEMENTAL SUMMONS

RIVERCROSS TENANTS' CORPORATION, BOARD :
OF MANAGERS OF RIVERCROSS COOPERATIVE, :
ROSE ASSOCIATES, ROSETERRA MANAGEMENT, : Plaintiff designates NEW YORK
LLC, ALLIED PARTNERS INC. d/b/a ALLIED : COUNTY as the place of trial.
PARTNERS RESIDENTIAL MANAGEMENT, ALLIED : The basis for venue: CPLR §503(a),
PARTNERS MANAGEMENT, LLC, HAMMOND : location of cause of action.
MANUFACTURING COMPANY INC., HAMMOND :
POWER SOLUTIONS INC., SUNRISE ELECTRICAL :
SERVICES LLC and JOHN DOES 1-5, :

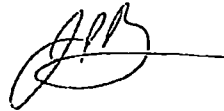
Defendants.

-----X
TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED, to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' attorney within twenty (20) days after the service of this summons, exclusive of the date of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
March 11, 2022

Yours etc.,



John P. Bonanno, Esq.
WEINER, MILLO, MORGAN & BONANNO, LLC
Attorneys for Plaintiffs
437 Madison Avenue - 24th Floor
New York, New York 10022
(212) 213-1220
WMMB File No.: 901-265

REAVIS PAGE JUMP LLP
Alice K. Jump
41 Madison Avenue
New York, New York 10025
212-763-4100
Attorneys for Plaintiffs

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	
DRAGAN MICIC and LIDIJA BUBANJA,	: INDEX NO.: 150196/2022
Plaintiffs,	:
-against-	:
RIVERCROSS TENANTS' CORPORATION, BOARD	: <u>VERIFIED AMENDED</u>
OF MANAGERS OF RIVERCROSS COOPERATIVE,	: <u>COMPLAINT</u>
ROSE ASSOCIATES, ROSETERRA MANAGEMENT,	:
LLC, ALLIED PARTNERS INC. d/b/a ALLIED	:
PARTNERS RESIDENTIAL MANAGEMENT, ALLIED	:
PARTNERS MANAGEMENT, LLC, HAMMOND	:
MANUFACTURING COMPANY INC., HAMMOND	:
POWER SOLUTIONS INC., SUNRISE ELECTRICAL	:
SERVICES LLC and JOHN DOES 1-5,	:
Defendants.	

Plaintiff Dragan Micic (“Micic”) and Lidija Bubanja (“Bubanja”) (collectively “Plaintiffs”), by their attorneys, Weiner, Millo, Morgan and Bonanno LLP and, Reavis Page Jump LLP, as and for their Verified Complaint herein, as against defendants Rivercross Tenants’ Corporation (“Rivercross”), Board of Managers of Rivercross Cooperative (the “Board”), Rose Associates (“Rose”), RoseTerra Management, LLC (“RoseTerra”), Allied Partners Inc. d/b/a Allied Partners Residential Management, Allied Partners Management, LLC (collectively “Allied”), Hammond Manufacturing Company Inc. (“Hammond”), Hammond Power Solutions Inc. (“HPS”), Sunrise Electrical Services LLC (“Sunrise”) and John Does 1-5, (collectively “Defendants”) allege as follows:

THE NATURE OF THE PROCEEDING

1. This is an action for misrepresentation, negligence, nuisance, breach of the warranty of habitability, loss of consortium and punitive damages arising out of the presence of an

electric transformer, which emitted dangerous levels of electromagnetic radiation, in a transformer room located directly adjacent to and sharing a common wall with Plaintiffs' bedroom in their residential cooperative apartment, number or unit 911, located at 531 Main Street, Roosevelt Island, New York. The existence of the transformer was undisclosed to the Plaintiffs when they purchased and eventually moved into the unit on or about May 31, 2019. For the next 17 months, Plaintiffs slept less than one foot away from the transformer and their upper bodies, more specifically their heads and necks were exposed for 6 to 10 hours a day to levels of radiation that exceeded recommended standards. Despite Plaintiffs' repeated complaints, Defendants did nothing to effectively remediate the situation and allowed the dangerous exposure to continue unabated.

2. As a result of this sustained exposure, Micic developed a tumor in his nasal passage and ocular region within his skull, which was diagnosed in August 2020 as an aggressive form of Adenoid Cystic Carcinoma. This is a rare form of cancer caused by exposure to radiation and other environmental toxic substances. Such type of tumor is normally slow to develop. However, in this instance, due to the constant daily exposure to excessive amounts of EMF radiation to Micic's head and neck, the growth of the tumor was accelerated. In addition, Micic and his wife Bubanja also suffered persistent headaches, fatigue, anxiety, and insomnia caused by the exposure.

3. Since his diagnosis, Micic has undergone extensive treatment, including invasive surgery, radiation and chemotherapy, keeping him from working and engaging in ordinary life activities. The need to undergo the radiation and chemotherapy and the drug regimen needed to support these therapies has put Micic within the high-risk group to develop severe life threatening COVID-19 symptoms and further prevented him from medically qualifying for the COVID-19 vaccine, further endangering his life. Due to the surgical and radiation/chemotherapeutic

treatment, drug regime needed to support such therapies, Micic has suffered significant injury to his body and manifested life altering symptoms as well as requiring additional sinus surgery. The risks to his health remain acute and his long-term prognosis is uncertain.

4. Plaintiff Bubanja has suffered headaches, fatigue, anxiety, depression, insomnia and general stress, as well as loss of consortium.

5. On the advice of Micic's treating surgeon, Plaintiffs moved out and eventually sold in July 21, 2021, at an overall financial loss, their Apartment at 531 Main Street in the middle of the pandemic induced dip in the New York City housing market. They incurred moving and other related expenses as a result of this move.

THE PARTIES, JURISDICTION AND VENUE

6. Plaintiff Micic is a 48-year-old man. Since 2014, he has been employed as a partnerships advisor with UN Office for Project Services (UNOPS), an entity of the United Nations system and he was in charge of governance issues and relationships with UN Member States. Lidiya Bubanja and Micic have been married for 6 years. They have no children, although Bubanja is trying to get pregnant. The stress of the events described below has affected her ability to do so.

7. At the time of the events at issue, Plaintiffs resided in Unit 911 (the "Apartment") in 531 Main Street on Roosevelt Island in New York County (the "Building"). Since, August 13, 2021, they have resided in Katonah, New York.

8. Upon information and belief, defendant Rivercross is the owner of a cooperative residential apartment building located at 531 Main Street, Roosevelt Island, New York (the "Building").

9. Upon information and belief, the Building has undergone at least two changes to the management companies that managed the Building just prior to or during the time of the installation of the subject 9th floor transformers and purchase and occupation of the Apartment by the Plaintiffs, including Rose, RoseTerra and Allied.

10. Upon information and belief, the Board operates, manages and controls the Building.

11. Upon information and belief, Allied is the current property management company with offices located at 770 Lexington Avenue, 9th Floor, New York, NY. At the time of at least some of the events at issue, it was the property manager for the Building.

12. Upon information and belief, Rose Associates, with offices at 777 Third Avenue, New York, NY, was the property manager at the time of the installation of the transformers on the 9th Floor of the Building.

13. Upon information and belief, Rose Associates participated in the planning and decision to install the transformers within the 9th floor of the Building in the position they eventually occupied.

14. Upon information and belief, RoseTerra Management, LLC, with offices at 777 Third Avenue, New York, NY, was the property manager at the time of the installation of the transformers on the 9th Floor of the Building.

15. Upon information and belief, RoseTerra Management, LLC, was the property manager at the time of the purchase of unit 911, and for some time thereafter.

16. Upon information and belief, HPS is a supplier of electrical and mechanical equipment for large buildings. It has a principal place of business in Buffalo, NY.

17. Upon information and belief, HPS supplied and participated in the installation of the particular transformers that were installed on the 9th Floor of the Building.

18. Upon information and belief, Sunrise is an electrical contractor, with a principal place of business in Brentwood, New York.

19. Upon information and belief, Sunrise installed the transformers on the 9th Floor of the Building.

20. This court has jurisdiction over all of the defendants pursuant to CPLR §§301 and 302. Venue in New York County is proper in accordance with CPLR §503.

FACTS COMMON TO ALL CLAIMS

Transformers and EMF Radiation

21. Electrical transformers are needed in order to supply electricity to a residential area. The transformer converts the high voltage electricity supplied by the utility (in this case Con-Edison) into the alternating current (110-400 volts AC) suitable for household use. The reduction of voltage produces strong electric and magnetic fields, generally referred to as “electromagnetic fields” otherwise known as EMF radiation. Depending on the amount of power being processed, a stronger or weaker radiation output will exist, particularly for magnetic fields.

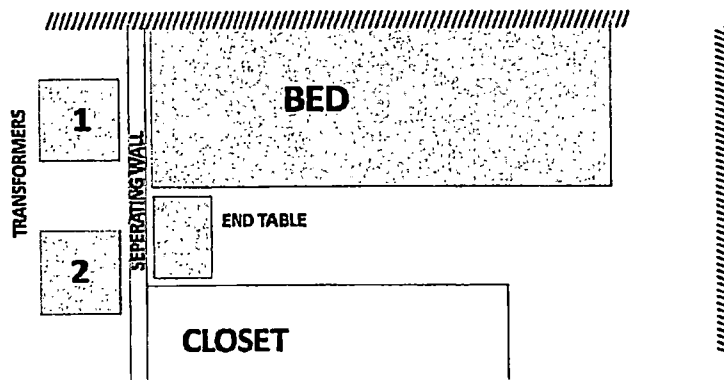
22. It has been recognized that human exposure to excessive or prolonged EMF radiation can create health risks. The Institute of Electrical and Electronics Engineers (IEEE) Standard C95.6, entitled “IEEE Standard for Safety Levels with Respect to Human Exposure to Electromagnetic Fields, 0–3 kHz” details several physiological effects including nerve excitation, cardiac excitation, and alteration of synaptic activity. EMF radiation has also been found in certain circumstances to contribute to, support and accelerate cancer cell growth.

23. Both industry groups and the State of New York have created guidelines for EMF exposure. For example, The Institute of Electrical and Electronics Engineers (“IEEE”) Standard for Safety Levels with Respect to Human Exposure to Electromagnetic Fields, 0-3 kHz

recommends a limit of 0.9 milliTesla [mT] for exposure to the human head. In connection with exposure to power transmission lines, New York State has created field limits of only 0.02 mT.

The Installation of The Transformer

24. Upon information and belief, sometime in 2018 defendant Sunrise with the participation of HPS installed new electric transformer(s) in a utility room of the 9th Floor of the Building. More specifically, two (2) Hammond Power Systems Sentinel K Transformers, part number SK3A0225KB#KF, serial numbers CC00895113 and CC00895114, rated for 225 kilovolt-amperes (kVA) each, with three phase 480 Volt input and 208/120 output. The transformer(s) were installed directly adjacent to the common wall separating the utility room from the bedroom of the Apartment so that the distance between the transformer and the interior bedroom wall was as little as 7-8 inches. The configuration of the bedroom was such that the wall adjoining the transformer room would have been the wall likely to be chosen to place the headboard of the bed and where the head of any bed would have been placed. A diagram of the area is set forth below.



25. Upon information and belief, defendants HPS, Sunrise, Rivercross, Board, Rose, RoseTerra or Allied did not, or did not adequately measure the amount of EMF radiation generated by the transformer or measure whether the amount of EMF radiation in the adjoining bedroom of the Apartment was significantly higher than elsewhere in the Building. At the time of the installation, there was no protective covering or other shielding between the transformer and the Apartment. Despite the fact that the Apartment's only bedroom shared a drywall constructed wall with the transformer room, no attempt was made to shield EMF radiation from the transformers entering the bedroom of the Apartment. No attempt was made to move the transformers away from the bedroom of the apartment immediately adjacent thereto. Defendants thus installed the transformer without regard to any risk it might present to the residents of the neighboring Apartment that shared a common wall.

Defendants Fail to Disclose the Existence of the Transformer

26. Commencing in January 2019, Plaintiffs entered into negotiations for purchase of the Apartment from the estate of its prior owner, Fioriza Mehta. At no point prior to the sale did the Defendants make Plaintiffs aware of the presence of or existence of the transformers on the 9th Floor.

27. Plaintiffs signed a contract to purchase the cooperative Apartment on January 23, 2019. Thereafter, on March 20, 2019, they interviewed with the Rivercross Co-op Board. During this interview or any other time, neither the Board, nor the then Building management company/agent disclosed the existence of the transformer room or the fact that it emitted EMF radiation.

28. The purchase transaction closed on April 16, 2019. In conjunction with the closing, Plaintiffs signed a proprietary lease with Rivercross.

29. After performing renovations to the Apartment in May of 2019, Plaintiffs moved into the Apartment on or about May 31, 2019. Soon thereafter, they suffered fatigue, insomnia, depression, anxiety and headaches. Plaintiffs first discovered the existence of the transformer room and the transformer in August 2019.

30. In August 2019, Plaintiffs expressed their concern about possible EMF radiation to the building resident manager, Mr. Zenel Perezic, an employee/agent of the Board, Rivercross and/or Allied. He assured them the transformer was “state of the art” and perfectly “safe”. Upon information and belief, neither Mr. Perezic nor anyone else at Rivercross or Allied made any further investigation, took any EMF measurements or took any other action in response to Plaintiffs’ concerns. Upon information and belief, Mr. Perezic is not an expert on EMF radiation and not qualified to render an opinion of the safety of the transformer.

Plaintiff Micic Becomes Ill and Defendants Fail to Act

31. By April 2020, Plaintiff Micic’s health condition had worsened. In addition to fatigue, insomnia and headaches, he began to experience difficulty breathing through his right nostril. He started off and on sleeping in a separate room rather than the bedroom next to the transformer. Concerned that the EMF might be affecting Micic’s health, Plaintiffs measured the EMF radiation through a procured meter. The readings showed that the level of magnetic field in the kitchen, living room and study was that which was found throughout the building, but the reading inside the bedroom, specifically near the headboard of the bed were 25 times greater. Mr. Micic reported this to Ms. Perezic, whose primary response was to tell Mr. Micic that sleeping apart from his wife was not good for Mr. Micic’s marriage. Mr. Perezic also told him to take the matter up with the Board.

32. On May 21, 2020, Plaintiff Micic emailed the Board stating that “we are very concerned for potential adverse health effects of increased magnetic radiation from the Transformer room” and requesting that the Board take some remedial action by adding some kind of shielding. Micic stated that he wanted to avoid further health issues and expressed concern for the health of his wife who was trying to get pregnant.

33. In response, in July of 2019, the Board authorized the installation of additional section of sheetrock wall, metal sheet and paint within the plaintiff’s Apartment, specifically the shared wall with the transformer room. In addition, also in July 2019, some metal sheets were installed on the transformer side of the shared wall and a metallic-cloth material was installed around some portions of the transformers facing away from the shared walls. Upon information and belief, Rivercross did not engage in further investigation regarding the EMF radiation or engage an expert to determine how best to remediate the levels. Further, they performed no expert testing in the bedroom following the installations to see if the shielding was impacting the EMF levels. Even after the installation of these materials, the radiation levels in the bedroom were still significantly higher than in the rest of the Apartment or the Building generally.

34. In October 2020, a tumor in Micic’s nasal passage was discovered. The tumor was large and had grown rapidly in the prior months. Micic reported his diagnosis to the Mr. Perezic and requested that the Board consider further action to reduce the EMF radiation or, if that did not work, to move the transformer. He was told by Mr. Perezic that moving the transformer was not an option and that management was still considering its options. Mr. Perezic further suggested that Plaintiff’s wife sleep with her feet toward the headboard.

35. Micic followed up with an email communication to the Chairman/President of the Board on October 25, 2020, informing him of his aggressive tumor, again asking that some action

be taken because “I don’t feel comfortable anymore to be exposed for 8-10 hours to any wires/boxes and I trust I don’t need to explain how worried I am for the health of my wife.”

36. In an email dated October 27, 2020, the Board stated “that it intends to retain another electrical engineer to evaluate the steps that have already been taken and to advise us on whether additional steps can be taken to reduce the EMFs”. Although the Board promised that “this would be a priority,” no engineer was retained **until six months later** in April 2021.

37. In the interim, Micic received advice from his treating physician that radiation was a potential cause for the development of the tumor. He and his wife were advised by the physician to move out of the Apartment because of the risk and the possible interference with any recovery. Micic inquired as to whether Rivercross could help them relocate and was told by Board president there were no options for relocation in the Building.

38. In late October 2020, Micic’s tumor was confirmed to be malignant. The testing required for the confirmation required invasive and painful biopsies into his sinuses. He underwent head and sinus surgery on December 14, 2020, but not all of the tumor could be removed because of its location immediately adjacent to his optic nerves and other nerve tissues in his head, neck, and sinuses. Following the surgery, a devastating round of aggressive chemotherapy and radiation began that had significant temporary and permanent impact on his health and body. The drug regimen required to support these therapies was also devastating upon Micic’s mental and physical health and wellbeing. The cancer, the therapies and the supporting drug regimen placed Micic in the group of persons more likely to develop severe and life threatening COVID-19 symptoms. The surgery and radiation caused so much damage and alteration to his sinuses and ear canals, he was then caused to undergo another surgery to his sinuses on August 19, 2021. An infection developed and further pain and discomfort, more than what was expected from the surgery itself, was endured.

Despite being at more risk than the general population to develop life-threatening symptoms of COVID-19 infection, Micic, because of the post-surgical treatment regime, has an extremely weak immune system that upon medical opinion cannot take the vaccine. Micic's long-term prognosis remains uncertain. While he is still working at UNOPS, Mr. Micic's responsibilities were given to another person who was appointed by UNOPS Executive Director. This can negatively affect Mr. Micic's future career and opportunities for promotion and advancement.

39. Micic's tumor is a form of Adenoid Cystic Carcinoma, a rare form of cancer that is typically slow to develop. The onset and rapid growth of the tumor is an aberration that could be caused by external environmental factors including radiation. Upon information and belief, Micic's prolonged exposure to elevated levels of EMF radiation from on or about May 31, 2019 through April of 2020, and to a less frequent degree thereafter, was a direct cause of the tumor, and/or the tumor's accelerated growth.

Inspection and Sale of Plaintiffs' Apartment

40. Acting on medical advice, in the middle of the COVID-19 pandemic, Plaintiffs placed their Apartment on the market and were able to sell and left the Apartment in August of 2021. They put the unit up for sale in February 18, 2021 and closing occurred in July 21, 2021. The sale price, subtracting the closing costs, maintenance fees incurred, and the costs of renovation incurred prior to moving into the Apartment was less than what they had paid for the Apartment a little more than 2 years prior. They also incurred at least \$4,275 for the rent and hotel fees they had to pay to find a place to live before they could move into their home in Katonah.

41. On June 15, 2021, an inspection of the transformer room and the Apartment occurred in which EMF measurements were taken. The inspection began around 9:00 am and concluded at approximately 11:30 am. The EMF measurements at or about the headboard of the

bed located within the bedroom were in excess of levels recommended under IMME or New York State standards. Field strength increases during the period of greater electrical power being drawn through the transformers; such increase in strength is linear to power drawn, but much greater at closer distances.

42. The major factor in reducing the level of EMF radiation, particularly the magnetic field, was not the amount of shielding, which had a relatively minimal effect in reducing the radiation output, but the distance away from the transformer. Thus, the most effective way to reduce exposure was to install the transformers at a greater distance from the shared wall with the Apartment, or once installed move the transformer away from the shared Apartment wall, which Rivercross and the Board refused to do.

43. Further, upon information and belief, EMF levels taken in the morning were significantly less than those that occurred in overnight where power usage in the Building was the highest. Upon information and belief, power usage at all times herein mentioned were the highest in the overnight. Accordingly, EMF levels were at their maximum when Plaintiffs were sleeping in the Apartment and materially greater than the morning levels measured during the June 15 inspection.

Harm to Plaintiffs

44. As a result of Defendants' actions Micic is currently suffering from a life-threatening illness with an uncertain prognosis and has been forced to undergo two surgical procedures, aggressive chemotherapy and radiation treatments and the accompanying drug regimen that have significant side effects. As a result of his medical condition, Micic has been unable to work full-time and suffered a material loss of income as well as incurring significant medical expenses. His professional career is also negatively affected.

45. Plaintiff Bubanja has also suffered physical and emotional distress, including insomnia, depression, anxiety, headaches and general stress. Because of her husband's illness and treatment, Plaintiffs have been unable to get pregnant. She has also reduced her working hours, lost career opportunities, and suffered significant loss of income.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS
(NEGLIGENT MISREPRESENTATION)

46. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 45 as though fully set forth at length herein.

47. Defendants knew or should have known that the installation of the transformer directly adjacent to and sharing a common wall with the Apartment bedroom presented an unreasonable risk to the Plaintiffs' person and property. Defendants' failure to disclose such risk constituted a material misrepresentation or omission upon which Plaintiffs relied.

48. As a result of Defendants' misrepresentation, Plaintiffs have suffered damages in an amount to proven at trial.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST ALL
DEFENDANTS
(NEGLIGENCE)

49. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 48 as though fully set forth herein.

50. Defendants owe a duty of reasonable care to the Plaintiffs to prevent dangerous and hazardous conditions and to prevent intrusions of dangerous radiation into Plaintiffs' Apartment. Defendants breached their duty of care which caused injury to Plaintiffs' person and property.

51. In particular, such negligence is the direct and proximate cause of injury to Plaintiffs' persons, including cancer in Micic, and headaches, insomnia and other physical and emotional distress in Micic and Bubanja.

52. Plaintiffs have suffered damages as a result of Defendants' negligence in an amount to be proven at trial.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST ALL
DEFENDANTS
(NUISANCE)

53. Plaintiffs repeat and reallege the allegations set forth in paragraph 1 through 52 as if fully set forth herein.

54. Defendants' installation of the transformer next to the shared wall of the Apartment has created dangerous levels of EMF radiation which substantially interfered with Plaintiffs' use and enjoyment of the Apartment.

55. Defendants' actions in causing such interference were negligent and/or reckless.

56. Defendants knew or should have known that their actions caused excessive EMF radiation to enter into the Apartment.

57. Defendants' actions constitute a private nuisance.

58. Defendants had actual notice of the nuisance and have had a reasonable opportunity to abate the nuisance.

59. Defendants' conduct constitutes a private nuisance and has proximately caused and will continue to cause injury to Plaintiffs in an amount to be determined at trial.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANTS
RIVERCROSS AND BOARD
(WARRANTY OF HABITABILITY)

60. Plaintiffs repeat and reallege the allegations set forth in paragraph 1 through 59 as if fully set forth herein.

61. Pursuant to Section 235-b of the Real Property Law of the State of New York ("Section 235-b"), the Proprietary Lease for the Apartment contains an implied covenant or

warranty of habitability pursuant to which Defendant Rivercross warranted that Plaintiffs would not be subjected to any condition in their Apartment that would be dangerous, hazardous or detrimental to their life, health or safety.

62. As such, it is Rivercross's and Board's responsibility to provide Plaintiff with a habitable Apartment, free from intrusions of dangerous and hazardous radiation.

63. By reason of Rivercross's and Board's actions, it has breached the implied covenant or warranty of habitability created in the Proprietary Lease by Section 235-b.

64. By the reason of the breach of the warranty of habitability, Plaintiffs have sustained and will continue to sustain damage to their person and property, in an amount to be proven at trial.

AS AND FOR A FIFTH CAUSE OF ACTION AGAINST ALL
DEFENDANTS
(LOSS OF CONSORTIUM)

65. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 64 as if fully set forth herein.

66. At all times herein mentioned, Plaintiff Bubanja is the legal spouse of Plaintiff Micic.

67. By reason of the injuries and medical condition suffered and sustained by Micic, and as a direct, natural, proximate, and foreseeable result thereof, Bubanja has been deprived of her husband's comfort, society, and companionship, and such deprivation resulted in the general damage of Plaintiff Bubanja in an amount to be determined at trial.

AS AND FOR A SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
(PUNITIVE DAMAGES)

68. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs 1 through 67 as if fully set forth herein.

69. The conduct of Defendants in installing the transformer directly adjacent to the Apartment's bedroom, within inches of the shared wall, and in failing to disclose or remediate the risks, which were well known to Defendants, was attended by circumstances of fraud, malice, or willful and wanton conduct, done heedlessly and recklessly, without regard to consequence, or of the rights and safety of others, particularly the Plaintiffs.

70. Plaintiffs are therefore entitled to punitive damages in an amount reasonably related to Plaintiffs' actual damages, and to Defendants' wealth, and sufficiently large to be an example to others and to deter Defendants and others from engaging in similar conduct in the future.

WHEREFORE, Plaintiffs demands judgment herein:

(a) A money judgment awarding Plaintiffs an amount to be determined at trial, which includes, but is not limited to:

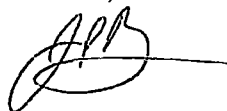
- i. compensatory damages for injury to person and property;
- ii. damages for emotional distress
- iii. punitive damages in an amount not less than \$5,000,000;
- iv. Loss of future income

(b) Interest, costs and expenses, including reasonable attorneys' fees.

(c) Such other and further relief as this Court may deem just and proper.

Dated: New York, New York
March 11, 2022

Yours etc.,



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212-763-4100
Attorneys for Plaintiffs

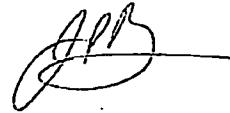
VERIFICATION

STATE OF NEW YORK }
 } ss:
COUNTY OF NEW YORK }

The undersigned, an attorney admitted to practice in the Courts of the State of New York shows:

Deponent is a member of the firm, Weiner Millo Morgan & Bonanno LLC, counsel for the Plaintiffs in the within action; deponent has read the foregoing Supplemental Summons and Verified Amended Complaint and knows the contents thereof; the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true. This Verification is made by deponent and not by Plaintiffs, because Plaintiffs reside outside the County of New York where the deponent maintains his office.

Dated: New York, New York
March 11, 2022



John P. Bonanno, Esq.

INDEX NO.: 150196/2022

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DRAGAN MICIC and LIDIJA BUBANJA,

Plaintiffs

- against -

RIVERCROSS TENANTS' CORPORATION, BOARD OF MANAGERS OF RIVERCROSS COOPERATIVE, ROSE ASSOCIATES, ROSETERRA MANAGEMENT, LLC, ALLIED PARTNERS INC. d/b/a ALLIED PARTNERS RESIDENTIAL MANAGEMENT, ALLIED PARTNERS MANAGEMENT, LLC, HAMMOND MANUFACTURING COMPANY INC., HAMMOND POWER SOLUTIONS INC., SUNRISE ELECTRICAL SERVICES LLC AND JOHN DOES 1-5,

Defendants

SUPPLEMENTAL SUMMONS & VERIFIED AMENDED COMPLAINT

WEINER, MILLO, MORGAN & BONANNO, LLC

ATTORNEYS AT LAW

Attorneys for PLAINTIFFS

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Pursuant to 22 NYCRR 130-1.1.a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.4-a.

Dated: March 11, 2022



JOHN P. BONANNO, ESQ.

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----X
DRAGAN MICIC and LIDIJA BUBANJA

Plaintiff/Petitioner,

- against -

Index No.150196/2022

RIVERCROSS TENANTS CORPORATION, BOARD OF MANAGERS OF RIVERCROSS COOPERATIVE, ROSE ASSOCIATES, ROSETERRA MANAGEMENT, LLC, ALLIED PARTNERS INC. d/b/a ALLIED RESIDENTIAL MANAGEMENT, ALLIED PARTNERS MANAGEMENT, LLC, HAMMOND MANUFACTURING COMPANY INC., HAMMOND POWER SOLUTIONS INC., SUNRISE ELECTRICAL SERVICES LLC and JOHN DOES 1-5,

Defendant/Respondent.

-----X

**NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)**

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

• If you are represented by an attorney:

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

• If you are not represented by an attorney:

You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

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- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

Information for Attorneys
(E-filing is Mandatory for Attorneys)

An attorney representing a party who is served with this notice must either:

- 1) immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile ; or
- 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: nyscef@nycourts.gov).

Dated: 03/18/2022

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2/24/20

STATE OF WISCONSIN**CIRCUIT COURT****MILWAUKEE**Hammond Power Solutions, Inc. vs. National Union Fire
Insurance Company of Pittsburgh, PA**Electronic Filing
Notice**Case No. 2022CV004324
Class Code: Other-Contract**FILED**

07-18-2022

George L. Christenson

Clerk of Circuit Court

2022CV004324

Honorable William

Sosnay-08

Branch 08

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG...
8040 EXCELSIOR DRIVE SUITE 400
C/O CORPORATION SERVICE COMPANY
MADISON WI 53717

Case number 2022CV004324 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: a3ef83

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

Milwaukee County Circuit Court
Date: July 18, 2022

STATE OF WISCONSIN**CIRCUIT COURT****MILWAUKEE**

Hammond Power Solutions, Inc. vs. National Union Fire
Insurance Company of Pittsburgh, PA

**Electronic Filing
Notice**

Case No. 2022CV004324
Class Code: Other-Contract

FILED

07-18-2022

George L. Christenson

Clerk of Circuit Court

2022CV004324

Honorable William

Sosnay-08

Branch 08

AIG INSURANCE COMPANY OF CANADA
SUITE 2200
120 BREMNER BLVD.
TORONTO M5J 048

Case number 2022CV004324 was electronically filed with/converted by the Milwaukee County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: a3ef83

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 414-278-4120.

Milwaukee County Circuit Court
Date: July 18, 2022

FILED
07-18-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

STATE OF WISCONSIN : CIRCUIT : MILWAUKEE COUNTY
COURT CIVIL DIVISION

HAMMOND POWER SOLUTIONS, INC.,
1100 Lake St.
Baraboo, WI 53913,

and

HAMMOND POWER SOLUTIONS INC.
595 Southgate Drive
Guelph, ON
N1G 3W6

Plaintiffs,

v.

Case No. 2022CV004324

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA,
c/o Corporation Service Company
8040 Excelsior Dr., Suite 400
Madison, WI 53717,

Case Codes: 30303
30701

and

AIG INSURANCE COMPANY OF CANADA
120 Bremner Blvd., Suite 2200
Toronto, Ontario, M5J 0A8,

Defendants.

AMENDED SUMMONS

To the above-named Defendants:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The First Amended Complaint, which is attached, states the nature and basis

of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the First Amended Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Milwaukee County Circuit Court, 901 9th St., Milwaukee, WI 53233, and Quarles & Brady LLP, Attention: Brandon Gutschow, 411 East Wisconsin Avenue, Suite 2400, Milwaukee, WI 53202-4426. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the Court may grant judgment against you for the award of the money or other legal action requested in the First Amended Complaint, and you may lose your right to object to anything that is or may be incorrect in the First Amended Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

DATED July 15, 2022 QUARLES & BRADY LLP

/s/Brandon R. Gutschow

BRANDON R. GUTSCHOW SBN # 1066002

HANNAH M. SCHWARTZ SBN # 1118503

411 East Wisconsin Avenue

Suite 2400

Milwaukee, WI 53202-4428

Phone: (414) 277-5745

Brandon.gutschow@quarles.com

Hannah.schwartz@quarles.com

Attorneys for Plaintiffs

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY
CIVIL DIVISION

HAMMOND POWER SOLUTIONS, INC.,
1100 Lake St.
Baraboo, WI 53913,

and

HAMMOND POWER SOLUTIONS INC.
595 Southgate Drive
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Madison, WI 53717,

Case Codes: 30303
30701

and

AIG INSURANCE COMPANY OF CANADA
120 Bremner Blvd., Suite 2200
Toronto, Ontario, M5J 0A8

Defendants.

FIRST AMENDED COMPLAINT

Plaintiffs, HAMMOND POWER SOLUTIONS, INC. and HAMMOND POWER
SOLUTIONS INC., by and through its attorneys Quarles & Brady LLP, for their Complaint

against Defendants NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA and AIG INSURANCE COMPANY OF CANADA state as follows:

PARTIES

1. Plaintiff Hammond Power Solutions Inc. ("HPS Inc.") is a Canadian corporation with its principal place of business located at 595 Southgate Drive, Guelph, ON, N1G 3W6. HPS Inc. engages in substantial business nationwide and throughout the State of Wisconsin.

2. Plaintiff Hammond Power Solutions, Inc. ("HPS, Inc.") is a Wisconsin corporation with its principal place of business located in Ontario, Canada. HPS, Inc. engages in substantial business nationwide and throughout the State of Wisconsin and has a corporate office located at 1100 Lake St., Baraboo, WI 53913.

3. HPS, Inc. is a wholly-owned subsidiary of HPS Inc. Plaintiffs HPS, Inc. and HPS Inc. are collectively referred to as "HPS."

4. Defendant National Union Fire Insurance Company of Pittsburgh, PA ("National Union") is an insurer engaged in the business of selling insurance contracts to commercial entities such as HPS in Wisconsin and elsewhere. Upon information and belief, National Union is incorporated under the laws of Pennsylvania, with its principal place of business in New York. National Union's registered agent for service of process is Corporation Service Company, 8040 Excelsior Dr., Suite 400, Madison, WI 53717.

5. Defendant AIG Insurance Company of Canada ("AIG") is an insurer engaged in the business of selling insurance contracts to commercial entities such as HPS worldwide. Upon information and belief, AIG is a Canadian corporation, with its principal place of business at 120 Bremner Blvd., Suite 2200, Toronto, Ontario, M5J 0A8.

JURISDICTION AND VENUE

6. The Court has personal jurisdiction over AIG under Wis. Stat. §§ 801.05, including without limitation, § 801.05(1)(d) because upon information and belief, AIG engages in substantial business in the State of Wisconsin.

7. The Court has personal jurisdiction over National Union under Wis. Stat. §§ 801.05, including without limitation, § 801.05(1)(d) and § 801.05(10)(a) because upon information and belief, National Union engages in substantial business in the State of Wisconsin.

8. Venue is proper in the Circuit Court of the State of Wisconsin, Milwaukee County pursuant to Wis. Stat. § 801.50(2)(c) because, upon information and belief, National Union does substantial business in Milwaukee County. In the alternative, venue is proper pursuant to Wis. Stat. § 801.50(2)(d).

FACTS

Primary Policies

9. National Union issued policy No. GL 192-99-47 — which provides primary commercial general liability coverage for certain claims — to HPS, Inc. for consecutive policy periods commencing from November 1, 2017 to November 1, 2022. A true and correct copy of the National Union policy is attached as **Exhibit A**.

10. AIG issued policy No. 041767297 — which provides primary commercial general liability coverage for certain claims — to HPS Inc. for the consecutive policy periods commencing from November 1, 2015 to November 1, 2022. A true and correct copy of the AIG policy is attached as **Exhibit B**.

11. Both primary policies referenced above are collectively referred to as the “Primary Policies.”

12. The Primary Policies state, in relevant part:

We will pay those sums that the insured becomes legally obligated to pay as damages because of 'bodily injury' or 'property damage' to which this insurance applies. We will have the right and duty to defend the insured against any 'suit' seeking those damages.

13. The Primary Policies define "bodily injury" as "bodily injury, sickness or disease sustained by a person, including death resulting from any of these."

14. Under the Primary Policies, National Union and AIG agreed, subject to narrow policy exclusions, to defend HPS, Inc. and HPS Inc, respectively, in any suit alleging damages for "bodily injury" that occurs during the policy period caused by an "occurrence."

15. The Primary Policies define "occurrence" broadly as "an accident, including continuous or repeated exposure to substantially the same general harmful conditions."

16. HPS has performed and complied with all terms and conditions of the Primary Policies.

Umbrella Excess Policy

17. AIG also issued policy No. 015465463 — which provided umbrella excess liability coverage for certain claims — to HPS Inc. for the consecutive policy periods commencing from November 1, 2016 to November 1, 2022 (the "Umbrella Policy"). A true and correct copy of the Umbrella Policy is attached as **Exhibit C**.

18. AIG agreed under the excess Umbrella Policy, subject to any applicable exhaustion requirements and narrow policy exclusions, to pay the "Ultimate Net Loss" that HPS Inc. becomes legally obligated to pay for "bodily injury" caused by an "occurrence."

19. HPS has performed and complied with all terms and conditions of the Umbrella Policy.

The Underlying Litigation

20. HPS manufactures, distributes and/or sells electric transformers worldwide.

21. On or around March 11, 2022, Dragan Micic (“Micic”) and Lidjia Bubanja (“Bubanja”) filed a negligence suit seeking damages for injuries allegedly caused by electric transformers manufactured by HPS (the “Suit”).

22. A true and correct copy of the Suit is attached as **Exhibit D.**

23. The Suit alleges that, between approximately May 2019 and August 2021, Micic and Bubanja were exposed to electromagnetic fields emitted from electric transformers located near Micic and Bubanja’s apartment unit that were manufactured and installed by HPS.

24. The Suit alleges that Micic and Bubanja both sustained various damages between May 2019 and August 2021 caused by HPS’s electric transformers, including pain and suffering, emotional distress, loss of consortium, and medical expenses.

25. The Suit alleges damages in excess of \$5,000,000 and exposes HPS to liability for Micic and Bubanja’s alleged injuries.

Denial of Coverage

26. HPS gave prompt and timely notice of the Suit to National Union and AIG.

27. HPS continually tendered the Suit to National Union and AIG, demanding full defense and indemnification as required under the Primary Policies and Umbrella Policy.

28. In a letter dated April 27, 2022, National Union improperly denied coverage for the Suit.

29. AIG improperly denied coverage for the Suit in a letter dated June 1, 2022.

30. Both National Union and AIG wrongfully asserted that endorsements to the Primary Policies and Umbrella Policy titled in capitalized bold font as “**RADIOACTIVE**

MATTER EXCLUSION” exclude coverage for the Suit because the Suit alleges damages for bodily injury arising from electromagnetic field radiation (“EMF Radiation”).

31. In support of its denial, National Union went so far as to re-title the endorsement and refer to it as a “radiation exclusion.”

32. However, the radioactive matter exclusion is not applicable because the Suit does not allege any damages for bodily injury arising from exposure to radioactive matter or radiation from radioactive matter. Indeed, the Suit does not in any way relate to or implicate radioactive matter.

33. Upon information and belief, insurers—including National Union and AIG—regularly add electromagnetic field exclusions specifically for EMF Radiation.

34. Here, however, National Union and AIG elected *not* to add an electromagnetic field exclusion for EMF Radiation to the Policies.

35. The radioactive matter exclusion included in the Primary and Umbrella Policies does not reference electromagnetic fields or EMF Radiation at all.

36. In a letter dated May 26, 2022, HPS requested National Union reconsider its denial.

37. National Union persisted in denying coverage, again referring to the endorsement as a “radiation exclusion.”

38. AIG and National Union have not honored their defense obligations under their respective Policies.

39. The Suit falls within coverage provided by all of Defendants’ Policies because the Suit alleges an “occurrence” resulting in “bodily injury” during the policy period.

40. No exclusion—including the radioactive matter exclusion—or any other term in

the Policies negates coverage for the Suit.

41. HPS has already expended substantial amounts to investigate and defend the Suit and will continue to incur significant expenses to defend the Suit.

42. All conditions precedent to coverage under the Policies have been satisfied or waived.

COUNT I
(Declaratory Judgment)

43. Paragraphs 1 through 43 are re-alleged and incorporated as though fully set forth herein.

44. There is a justiciable controversy concerning the liability of the Defendants to HPS for amounts owed to HPS for the defense and indemnification of the Suit, including amounts that may be incurred by HPS in the future for payment of defense, settlement, or judgment costs for the Suit.

45. Pursuant to Wis. Stat. § 806.04, HPS is entitled to a declaration that, subject to any applicable limits, Defendants are liable for all amounts paid, or to be paid, by HPS for defense costs, settlement amounts and judgment amounts made in connection with the Suit.

COUNT II
(Breach of Duty to Defend)

46. Paragraphs 1 through 45 are re-alleged and incorporated as though fully set forth herein.

47. By failing to assume the defense and/or reimburse HPS for defense costs, Defendants have breached their duty to defend under the Primary Policies and/or Umbrella Policy.

48. As a direct and proximate result of Defendants' breach of the duty to defend, HPS has suffered damages including substantial defense costs.

49. By virtue of Defendants' breach of the duty to defend, Defendants have waived all coverage defenses.

COUNT III

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

50. Paragraphs 1 through 49 are re-alleged and incorporated as though fully set forth herein.

51. HPS has repeatedly requested Defendants acknowledge coverage and defend HPS in full against the Suit as their respective Policies require. Defendants have persistently refused to do so.

52. Defendants' duty to defend HPS under their respective policies is not debatable under the circumstances described above.

53. Defendants owe their policyholders—including HPS—a duty of good faith and fair dealing.

54. Defendants breached this duty in the following respects:

- a) Unreasonably and in bad faith failing to provide a defense of the Suit even though the Suit is covered under the Policies.
- b) Unreasonably and in bad faith attempting to transform the Policies' radioactive matter exclusion into a radiation exclusion.
- c) Unreasonably and in bad faith failing and refusing to give at least as much consideration to the interests and welfare of HPS as they gave their own interests.

- d) Unreasonably and in bad faith requiring HPS to file suit to obtain the benefits owed under the Policies.

55. As a direct and proximate result of Defendants' unreasonable and bad-faith conduct, HPS has sustained and will sustain substantial monetary damages, in an amount to be determined at trial.

WHEREFORE, for the foregoing reasons, Plaintiffs respectfully request the Court grant judgment in their favor against Defendants for the following relief:

- 1) A declaration that Defendants are liable for future amounts HPS must pay for defense, settlement, or by way of judgment for the Suit;
- 2) Damages, in an amount to be determined at trial, including an amount necessary to reimburse Plaintiffs for all defense costs incurred by Plaintiffs associated with litigating the Suit;
- 3) Prejudgment interest pursuant to Wis. Stat. § 628.46 and § 138.04;
- 4) An award of compensatory and punitive damages, in an amount to be determined at trial;
- 5) Actual attorney fees pursuant to *DeChant v. Monarch Life Ins. Co.*, 200 Wis. 2d 559, 547 N.W.2d 592 (1996);
- 6) Such other costs and fees Plaintiffs have expended, as provided by law; and
- 7) Such other relief as the Court may deem appropriate.

DATED July 15, 2022

QUARLES & BRADY LLP

/s/Brandon R. Gutschow

Brandon R. Gutschow SBN # 1066002

Hannah M. Schwartz SBN # 1118503

411 East Wisconsin Avenue

Suite 2400

Milwaukee, WI 53202-4428

Phone: (414) 277-5745

Brandon.gutschow@quarles.com

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Attorneys for Plaintiffs

FILED
07-18-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

EXHIBIT A



April 11, 2022

David Budde
david.budde@aig.com

Torrie Meier
HUB INTERNATIONAL MIDWEST LIM
1591 GALBRAITH AVENUE SE
GRAND RAPIDS MI 49546

Re:	Insured Name: HAMMOND POWER SOLUTIONS, INC
	Policy No.: 192-99-47
	Effective Date: 12/01/2021

Dear Torrie,

Thank you for your business. Enclosed please find the renewal policy. Please review and contact me promptly with any questions or concerns.

We appreciate your business.

Notification

CHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Policy Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following:
1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

141636 (5/21)

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

RENEWAL OF NO: 1929947
POLICY NO: 192-99-47

CG DS 01 10 01



Coverage is provided by
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
(a capital stock company)

1271 Ave of the Americas FL 37
New York, NY 10020-1304
(212) 458-5000

COMMERCIAL GENERAL LIABILITY DECLARATIONS

NAMED INSURED & MAILING ADDRESS
HAMMOND POWER SOLUTIONS, INC
1100 Lake St
Baraboo, WI 53913-3000

PRODUCER'S NAME & MAILING ADDRESS
HUB INTERNATIONAL MIDWEST LIMITED
1591 GALBRAITH AVENUE SE
GRAND RAPIDS, MI 49546

POLICY PERIOD: From 12/01/2021 to 11/01/2022 at 12:01 A.M. Standard Time at your mailing address shown above.
FORM OF BUSINESS:

☒ CORPORATION ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☐ INDIVIDUAL ☐ OTHER

BUSINESS DESCRIPTION: INDUSTRIAL MACHINERY

Location of all Premises you own, rent or occupy: SEE SCHEDULE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

POLICY PREMIUM: \$69,918.00

PREMIUM SHOWN IS PAYABLE: As Invoiced.

*This policy may be subject to final audit.

Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act 2019:

\$692 Included In Policy Premium

SCHEDULE OF STATE TAXES, FEES AND SURCHARGES, IF APPLICABLE:**

**State Taxes, Fees and Surcharges shown are in addition to the above referenced Policy Premium.

ENDORSEMENTS ATTACHED TO THIS POLICY: SEE ATTACHED FORMS SCHEDULE

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORMS, AND FORMS AND ENDORSEMENTS IF ANY ISSUED TO FORM A PART THEREOF COMPLETE THE ABOVE NUMBERED POLICY

Date Issued: 04/11/2022

LIMITS OF INSURANCE			
EACH OCCURRENCE LIMIT	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	100,000	Any one premises
MEDICAL EXPENSE LIMIT	\$	10,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$	1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	\$	1,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	1,000,000	

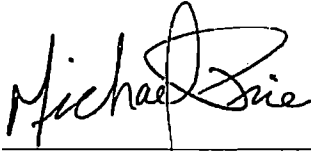
RETROACTIVE DATE (CG 00 02 ONLY)	
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.	
RETROACTIVE DATE:	NONE
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES.)	

CLASSIFICATION AND PREMIUM						
CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE		ADVANCE PREMIUM	
			Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp ops
LOC: 0001 ADDRESS: SLOC: 1100 Lake St TERR: 503 Baraboo, WI 53913-3000						
[52440] Electrical Power Distribution or Transmission Equipment Mfg.	52440	14944714 1 S	0.0622	0.4406	\$8,705	\$60,446
					Total	\$69,151

A = AREA
 C = TOTAL COST
 M = ADMISSIONS
 O = TOTAL OPERATING
 P = PAYROLL
 S = GROSS SALES
 T = OTHER
 U = UNITS (EACH)


Date Issued: 04/11/2022

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative.



President

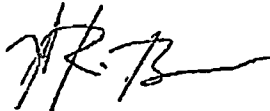
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.



Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



Authorized Representative

SIGNUJ

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(COVERAGE INCLUDED)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$692, and does not include any charges for the portion of losses covered by the United States government under the Act.

FORMS SCHEDULE

EFFECTIVE DATE: 12/01/2021

NAMED INSURED: HAMMOND POWER SOLUTIONS, INC

POLICY NO: 192-99-47

CG00010413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG01240193	WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS
CG03000196	DEDUCTIBLE LIABILITY INSURANCE
CG04351207	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG20011219	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
CG20431219	ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT
CG20441219	ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT
CG21070514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG21180413	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
CG21320509	COMMUNICABLE DISEASE EXCLUSION
CG21411219	EXCLUSION - INTERCOMPANY PRODUCTS SUITS
CG21471207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG21490898	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG21520413	EXCLUSION - FINANCIAL SERVICES
CG24041219	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ILO0171198	COMMON POLICY CONDITIONS
ILO0210908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
ILO2831118	WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL
583320807	TOTAL LEAD EXCLUSION
617071294	AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT
619440914	BROAD FORM NAMED INSURED
621320395	UNINTENTIONAL ERRORS AND OMISSIONS
621340395	AMENDMENT ENDORSEMENT - WHEN WE DO NOT RENEW

822510801	AIRCRAFT PRODUCTS EXCLUSION AND GROUNDING ENDORSEMENT
828980712	RADIOACTIVE MATTER EXCLUSION
840040712	ERISA EXCLUSION
853220807	SECURITIES AND FINANCIAL INTEREST EXCLUSION
786890703	FUNGUS EXCLUSION
825400712	ASBESTOS AND SILICA EXCLUSION ENDORSEMENT
862810704	WELDING EXCLUSION
896440613	ECONOMIC SANCTIONS ENDORSEMENT
916590806	PREMIUM AUDIT WAIVER ENDORSEMENT
952840807	COVERAGE FOR YOUR EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES
953090807	COVERAGE TERRITORY ENDORSEMENT [PUERTO RICO EXCLUDED]
1074140311	LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED
1158241013	INDIANA AMENDATORY ENDORSEMENT (Definition of Pollutants)
1255950320	FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT
1333410519	PFC EXCLUSION ENDORSEMENT

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES**COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes

place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person

or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any

contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages be-

cause of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be

damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the

claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is

primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and

self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in

this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or

organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials

to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- a. Means:
 - (1) Any goods or products, other than real

property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 01 24 01 93**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WISCONSIN CHANGES - AMENDMENT OF POLICY
CONDITIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CHANGES (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

2. The LEGAL ACTION AGAINST US Condition (Section IV) does not apply.

3. The following is added to Condition 6. REPRESENTATIONS (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

4. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

5. CONFORMITY TO STATUTE OR RULE

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wis. Stat. Ann. Section 227.11(2) and published in the Wisconsin Administrative Code.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE****Coverage****Amount and Basis of Deductible**
PER CLAIM or PER OCCURRENCE

Bodily Injury Liability

OR

Property Damage Liability

OR

Bodily Injury Liability and/or

Property Damage Liability Combined

See Schedule for CG0300

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined
- as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- C. The terms of this insurance, including those with respect to:
- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2. Your duties in the event of an "occurrence", claim, or "suit"
- apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
SCHEDULE FOR CG 03 00 01 96**DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage Policywide	SCHEDULE			
	Amount and Basis of Deductible			
	PER CLAIM	or	PER OCCURRENCE	
	Premises	Products	Premises	Products
Bodily Injury			BI \$10,000	BI Combined
Liability/Property Damage			PD Combined	PD Combined
Liability Combined				

SCHEDULE FOR CG 03 00 01 96

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 04 35 12 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EMPLOYEE BENEFITS LIABILITY COVERAGE****THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance		Each Employee Deductible	Premium
Employee Benefits Programs	\$ 1,000,000	each employee	\$ 10,000	\$1,000
	\$ 1,000,000	aggregate		
Retroactive Date:	11/01/2015			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. The following is added to Section I - Coverages:**COVERAGE - EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III - Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any

similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II - Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire

or from the organization or the end of the policy period, whichever is earlier.

- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **Section III - Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) "Claims" made or "suits" brought;
- (3) Persons or organizations making "claims" or bringing "suits";
- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program".

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- c. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "suits" seeking those damages; and

- (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.

- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV - Commercial General Liability Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and

- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Schedule of this insurance; or
 - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to

"claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added there to by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the Definitions Section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 20 43 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or

2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

B. The insurance afforded to such additional insured described in Paragraph A. of this endorsement:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;
2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

4. Engineering services, including related supervisory or inspection services;

5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

6. Any health or therapeutic service treatment, advice or instruction;

7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

10. Body piercing services;

11. Services in the practice of pharmacy;

12. Law enforcement or firefighting services; and

13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 20 44 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - VENDORS - AUTOMATIC
STATUS WHEN REQUIRED IN AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any "vendor", but only with respect to liability for "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business. However, the insurance afforded to such "vendor":
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".
- B. With respect to the insurance afforded to any "vendor", the following additional exclusions apply:**
1. The insurance afforded the "vendor" does not apply to:
 - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the "vendor";
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- C. With respect to the insurance afforded to these "vendors", the following is added to Section III – Limits Of Insurance:**
- The most we will pay on behalf of the "vendor" is the amount of insurance:
1. Required by the contract or agreement; or

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- D. The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 07 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY - LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:**

2. Exclusions

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or

transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 16 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION - DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services
1. ALL PROFESSIONAL SERVICES
2.
3.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render

any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 32 05 09**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

- B.** The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 41 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION - INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim made or "suit" brought for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

- (a)** Refusal to employ that person;
- (b)** Termination of that person's employment; or
- (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

- (a)** Refusal to employ that person;
- (b)** Termination of that person's employment; or
- (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 49 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section 1 - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:
This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 21 52 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION - FINANCIAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:
 - a. Any:
 - (1) Investment;
 - (2) Pension;
 - (3) Annuity;
 - (4) Savings;
 - (5) Checking; or
 - (6) Individual retirement; plan, fund or account;
 - b. The issuance or withdrawal of any bond, debenture, stock or other securities;
 - c. The trading of securities, commodities or currencies; or
 - d. Any acquisitions or mergers;
2. Acting as a dividend disbursing agent, ex-

change agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;

3. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
4. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
5. Checking or reporting of credit;
6. Maintaining of financial accounts or records;
7. Tax planning, tax advising or the preparation of tax returns; or
8. Selling or issuing traveler's checks, letters of credit, certified checks, bank checks or money orders.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render financial services by any insured to others.

POLICY NUMBER: 192-99-47

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PARTIES CONTRACTUALLY REQUIRING WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER:

192-99-47

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

POLICY NUMBER: 192-99-47

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT**
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the

custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

POLICY NUMBER: 192-99-47

IL 02 83 11 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

If this policy has been in effect for less than 60 days and is not a renewal policy, we may cancel for any reason.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, except as provided in Paragraph 7. below, we may cancel this policy only for one or more of the following reasons:

- a. The policy was obtained by material misrepresentation;
- b. There has been a substantial change in the risk we originally assumed, except to the extent that we should have foreseen the change or considered the risk in writing the policy;
- c. There have been substantial breaches of contractual duties, conditions or warranties; or

d. Nonpayment of premium.

If this policy has been in effect for 60 days or more or is a renewal of a policy we issued, the notice of cancellation will state the reason for cancellation.

B. The following is added to the Cancellation Common Policy Condition:

7. Anniversary Cancellation

If this policy is written for a term of more than one year or has no fixed expiration date, we may cancel this policy for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the anniversary date of the policy. Such cancellation will be effective on the policy's anniversary date.

We may cancel this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of cancellation contains an offer to continue the policy with us if we receive a written request from the first Named Insured prior to the date of cancellation.

C. The following applies to the:

Capital Assets Program (Output Policy)
Coverage Part

Commercial Inland Marine Coverage Part
Commercial Property Coverage Part Crime And
Fidelity Coverage Part Equipment Breakdown
Coverage Part Farm Coverage Part

1. We may rescind this policy because of the following:

- a. Misrepresentation made by you or on your behalf in the negotiation for or procurement of this Coverage Part, if the person knew or should have known that the representation was false;
- b. Breach of affirmative warranty made by you or on your behalf in the negotiation for or procurement of this Coverage Part;
- c. Failure of a condition before a loss if such failure exists at the time of loss; or
- d. Breach of a promissory warranty if such breach exists at the time of loss.

2. We may not rescind this policy:

- a. For the reasons in Paragraphs C.1.a. and C.1.b. unless:

(1) We rely on the misrepresentation or affirmative warranty and the misrepresentation or affirmative warranty is either material or made with intent to deceive; or

(2) The facts misrepresented or falsely warranted contribute to the loss.

- b. For the reasons in Paragraphs C.1.c. and C.1.d. unless such failure or breach:

(1) Increases the risk at the time of loss; or

(2) Contributes to the loss.

3. If we elect to rescind this policy, we will notify the first Named Insured of our intention within 60 days after acquiring knowledge of sufficient facts to constitute grounds for rescission.

D. The following are added and supersede any other provisions to the contrary:

1. Nonrenewal

a. If we elect not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. We may elect not to renew for any reason; the notice will state the reason for nonrenewal. We will mail or deliver the notice at least 60 days before the expiration date of this policy.

We need not mail or deliver the notice if:

- (1) You have insured elsewhere;
- (2) You have accepted replacement coverage;
- (3) You have requested or agreed to nonrenewal of this policy;
- (4) This policy is renewed in an affiliate in compliance with WIS. STAT. § 631.39; or
- (5) This policy is expressly designated as nonrenewable.

- b. We may refuse to renew this policy because of the termination of an insurance marketing intermediary's contract with us only if the notice of nonrenewal contains an offer to renew the policy with us if we receive a written request from the first Named Insured prior to the renewal date.

- c. If you fail to pay the renewal or continuation premium by the premium due date, this policy will terminate on the policy expiration or anniversary date, if we have:

(1) Given you written notice of the renewal or continuation premium not more than 75 days nor less than 10 days prior to the due date of the premium; and

(2) Stated clearly in the notice the effect of nonpayment of premium by the due date.

2. Anniversary Alteration

If this policy is written for a term of more than one year or has no fixed expiration date, we may alter the terms or premiums of this policy by mailing or delivering written notice of less favorable terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the anniversary date.

If we notify the first Named Insured within 60 days prior to the anniversary date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

3. Renewal With Altered Terms

If we elect to renew this policy but on less favorable terms or at higher premiums, we will mail or deliver written notice of the new terms or premiums to the first Named Insured's last mailing address known to us. We will mail, by first class mail, or deliver this notice at least 60 days prior to the renewal date.

If we notify the first Named Insured within 60 days prior to the renewal date, the new terms or premiums will not take effect until 60 days after the notice was mailed or delivered. The notice will include a statement of the first Named Insured's right to cancel. The first Named Insured may elect to cancel the renewal policy at any time during the 60-day period, in accordance with Paragraph 1. of the Cancellation Common Policy Condition. If the first Named Insured elects to cancel the renewal policy during the 60-day period, return premiums or additional premium charges will be calculated proportionately on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that:

- a. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
- b. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure, or increased policy coverage.

E. Special Provision – Cancellation And Nonrenewal

With respect to insurance provided under the Commercial Automobile Coverage Part, we will not cancel or refuse to renew Liability Coverage wholly or partially because of age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of anyone who is an insured.

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

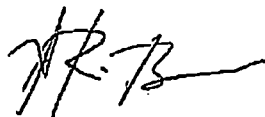
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

TOTAL LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

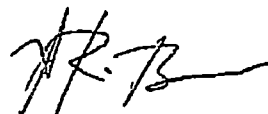
AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

- a. You must see to it that we are notified as soon as practicable on any "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have receive such notice. To the extent possible notice should include:
- (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

BROAD FORM NAMED INSURED

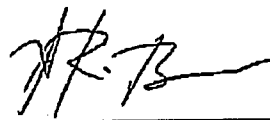
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Policy Declarations, "Named Insured" is revised to include:

"Named Insured" means the person or organization first named as the Named Insured on the Declarations Page of this policy (the "First Named Insured"). Named Insured also includes (1) any other person or organization named as a Named Insured on the Declarations Page; (2) any subsidiary, associated, affiliated, allied or acquired company or corporation (including subsidiaries thereof) of which any insured named as the Named Insured on the Declarations Page has more than 50% ownership interest in or exercises management or financial control over at the inception date of this policy, provided such subsidiary, associated, affiliated, allied or acquired company or corporation and their operations have been declared to us prior to the inception date of this policy.

All other terms and conditions remain unchanged.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

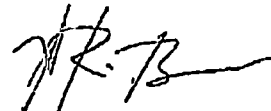
UNINTENTIONAL ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV - Commercial General Liability Conditions, 6. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this policy.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT ENDORSEMENT - WHEN WE DO NOT RENEW

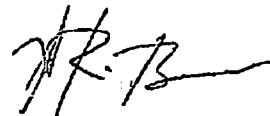
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV - Commercial General Liability Conditions, 9. - When We Do Not Renew is amended to read:

9. If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than **sixty** (60) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AIRCRAFT PRODUCTS EXCLUSION AND GROUNDING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage", arising out of "aircraft products and completed operations" or reliance upon any representations or warranties made with respect to "aircraft products and completed operations", nor to any "bodily injury" or "property damage" arising out of the "grounding" of any "aircraft".

Section V. - Definitions, 16. - Products-completed operations hazard, is amended to add the following paragraph :


"Aircraft products-completed operations hazard", includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work", including services and labor performed by you, or on your behalf, in connection with "aircraft", including missiles, space craft, as well as the ground support or control equipment used therewith, and any goods or products manufactured, sold, handled or distributed by you or your predecessor companies, as well as any services provided or recommended by you or your predecessor companies, for use in the manufacture, repair, operation, maintenance or use of any "aircraft". Also included are any articles furnished by you and installed in "aircraft" or used in connection with "aircraft" or for spare parts for "aircraft", including ground handling tools and equipment, as well as training aids, instruction manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such "aircraft" or articles, except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned.

Section V. - Definitions, is amended with the addition of the following definitions :

"Grounding" means the withdrawal of one or more "aircraft" from flight operations or the imposition of speed, passenger or load restrictions on such "aircraft", by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such "aircraft" or any part thereof sold, handled or distributed by you or manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings or with tools machinery or other equipment furnished to such persons or organizations by you, whether such "aircraft" so withdrawn are owned or operated by the same or different persons, organizations or corporations. A "grounding" will be deemed to commence on the date of an "occurrence" which discloses such condition or on the date an "aircraft" is first withdrawn from service on account of such condition, whichever occurs first.

"Aircraft" means a vehicle designed to be used primarily in the air and to be supported by the dynamic reaction of the air upon the vehicle's wings or rotorblades, and/or by the vehicle's buoyancy in the air. The term "aircraft", however, excludes missiles, spacecraft and the ground support or control equipment used therewith.

A handwritten signature in black ink, appearing to be "J.R. B.", written over a horizontal line.

Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

RADIOACTIVE MATTER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions, is amended to add:

"Personal and advertising injury" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ERISA EXCLUSION

This endorsement modifies insurance provided under the following:

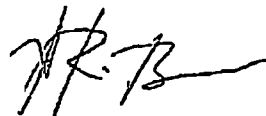
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage" arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof or any regulation pertaining thereto.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions is amended to add:

"Personal and advertising injury" arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof or any regulation pertaining thereto.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

SECURITIES AND FINANCIAL INTEREST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section 1. - Coverages, Coverage A. - Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:


"Bodily injury" or "property damage", arising out of:

- (1) The purchase, or sale or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
- (2) Any representations made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
- (3) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

Section 1. - Coverages, Coverage B. - Personal and Advertising Liability, 2. - Exclusions, is amended to add:

"Personal and advertising injury" arising out of:

- (a) The purchase, or sale or offer of sale, or solicitation or advertising of any security, debt, bank deposit or financial interest or instrument;
- (b) Any representations made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
- (c) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021
forms a part of Policy No. 192-99-47
issued to HAMMOND POWER SOLUTIONS, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

FUNGUS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any "fungus(i)", "mold(s)", mildew or yeast, or
- b. Any "spore(s)" or toxins created or produced by or emanating from such "fungus(i)", "mold(s)", mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast, or "spore(s)" or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

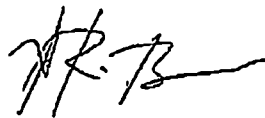
"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including "mold(s)", rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and "fungi" that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its other endorsements, the provisions of this exclusion will supercede.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ASBESTOS AND SILICA EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section 1. - COVERAGES, COVERAGE A. - BODILY INJURY and PROPERTY DAMAGE LIABILITY,
2. - Exclusions, is amended to add the following exclusions:

Asbestos

"Bodily injury" or "property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

Silica

"Bodily injury" or "property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

Section 1. - COVERAGES, COVERAGE B. - PERSONAL and ADVERTISING INJURY LIABILITY,
2. - Exclusions is amended to add the following exclusions:

Asbestos

"Personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

Silica

"Personal and advertising injury" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "personal and advertising injury" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms, conditions and exclusions of the policy shall remain unchanged.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WELDING EXCLUSION

This insurance does not apply to any loss, costs, injury, damage, claim, dispute and/or suit arising out of, directly or indirectly, in whole or in part, by any actual or alleged minerals, chemicals or any other substances, in any form, emitted by or produced through the use of:

1. Welding equipment, welding rods or cutting torches; or
2. Any other substances used in conjunction with welding equipment, welding rods or cutting torches.

To the extent any coverage may otherwise be available under this Policy or any of its endorsements, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

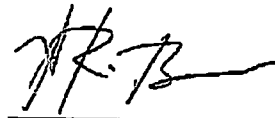
issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

PREMIUM AUDIT WAIVER ENDORSEMENT

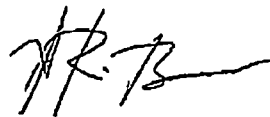
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Premium Audit** is deleted and replaced by the following:

- a. We will waive the audit of all premiums for this Coverage Part.
- b. This waiver is not applicable to those states whose laws require us to perform an audit. In those states where an audit is required, the following provisions shall apply:
 - (a) We will compute all premiums for this Coverage Part in accordance with our rules and rates.
 - (b) Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
 - (c) The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

All other terms, definitions, conditions, and exclusions in the policy remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**COVERAGE FOR YOUR EMPLOYEES RELATING TO
CO-EMPLOYEE INJURIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

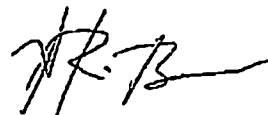
SECTION II - WHO IS AN INSURED, 2. a. (1) is amended to read:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.

However, your "employees" are insureds for "bodily injury" to co-"employees" while in the course of their employment or performing duties related to the conduct of your business so long as claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability;**

- (b) To the spouse, child, parent, brother or sister of that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above;
- (d) Arising out of his or her providing or failing to provide professional health care services.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

COVERAGE TERRITORY ENDORSEMENT
[PUERTO RICO EXCLUDED]

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V - DEFINITIONS, 4. - Coverage Territory, is amended to read:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

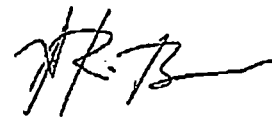
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**INDIANA AMENDATORY ENDORSEMENT
(Definition of Pollutants)**

When a claim or **Suit** is brought against an **Insured** in the state of Indiana and/or Indiana law applies, this policy is amended as follows:

The definition of **Pollutants** in this policy or in any endorsement to this policy is deleted in its entirety and replaced with the following:

Pollutants means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, gasoline, butane, propane, natural gas, and other fuels, brake fluid, transmission fluid, and other hydraulic fluids, ethylene glycol, methyltertbutylether (MTBE), methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel and antifreeze additives, grease, tar, petroleum distillates, and other petroleum products and petroleum hydrocarbons, carbon monoxide, and other exhaust gases, stoddard solvent, mineral spirits, and other solvents, chromium compounds, emulsions/emulsifiers, naphtha tetrachloroethylene (PCE), perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, methyl isobutyl ketone, methyl ethal ketone, n-butyl acetate, 2-butoxyethanol, hexylene glycol, peroxides, freon, polychlorinated biphenyl (PCB), CFC113, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, barium, 1,2-Dichloroethylene, ethylene dichloride, dichloromethane, methylene chloride, ethylbenzene, lead, Mercury, Selenium, sulfate, xylene, silica, sewage, and industrial waste materials, and all substances, constituents, derivatives or degradative byproducts, or additives specifically listed, identified, or described by one or more of the following references:

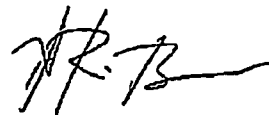
- i. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);
- ii. Agency for Toxic Substances And Disease Registry ToxFAQs™ ;
- iii. Clean Air Act's List of 188 Air Toxics And Diesel Particulate Matter;
- iv. U.S. Environmental Protection Agency EMCI Chemical References Complete Index;
- v. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemicals List;
- vi. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table - 2012; and
- vii. Indiana Department of Environmental Management, Risk Integrated System of Closure Technical Guide, Default Closure Tables, January 31, 2006 Appendix 1 (Revised May 1, 2009)

Substances identified as examples above or by the referenced lists also include materials or substances to be discarded, recycled, reconditioned or reclaimed.

This definition of **Pollutants** applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic or thermal irritant or contaminant or substance is your product or products used by you or for you, and/or is an integral part of or incidental to your business, operations, premises, site or locations or has any function in your business, operations, premises, site or locations.

For the purpose of this endorsement, **Suit**, **Insured** and **Pollutants** shall have the applicable meaning, in accordance with the terms of this policy, whether or not such term is in quotation marks or bolded.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Authorized Representative or
Countersignature (Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**FEDERAL SHARE OF COMPENSATION UNDER
TRIA AND CAP ON LOSSES ENDORSEMENT**

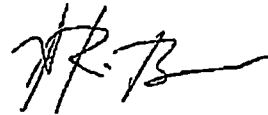
This endorsement modifies insurance provided by this Policy:

DISCLOSURE

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage such as, an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and for aggregate insured losses up to \$100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

All other terms and conditions of the Policy remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M.12/01/2021

forms a part of Policy No. 192-99-47

issued to HAMMOND POWER SOLUTIONS, INC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

PFC EXCLUSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION 1 – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, and hereby amended to include the following:

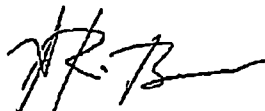
Perfluorinated Compounds and Polyfluoroalkyl Substances

“Bodily injury”, “property damage”, “personal and advertising injury”, expense, loss, demand, claim, liability, or legal obligation based upon, attributable to, resulting from, or in any way related to the following”:

perfluorinated compounds (PFC) or per- and polyfluoroalkyl substances (PFAS) including but not limited to perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorononanoic acid (PFNA), perfluorobutyric acid (PFBA), perfluorobutane sulfonic acid (PFBS), perfluoropentanoic acid (PFPeA), perfluorohexane sulfonic acid (PFHxS), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctane sulfonamide (PFSOA), perfluorodecanoic acid (PFDA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTrDA), perfluorotetradecanoic acid (PFTeDA), or 6:2 Fluorotelomer sulfonate (6:2 FTS).

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFC-related or PFAS-related “bodily injury”, “property damage”, “personal and advertising injury,” expense, loss, demand, claim, liability or legal obligation.

All other terms and conditions of this policy remain unchanged.



AUTHORIZED REPRESENTATIVE
(or countersignature (in states where applicable))

FILED
07-18-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

EXHIBIT B

Canadian Head Office
120 Bremner Boulevard
Toronto, ON M5J 0A8



AIG Insurance Company of Canada
(Herein called the **Company**)

CANADA GLOBAL COMMERCIAL GENERAL LIABILITY INSURANCE - OCCURRENCE-BASED COVERAGE DECLARATIONS	
POLICY NUMBER: GL 41767297	RENEWAL OF POLICY NO.: GL 41767297
ITEM 1. NAMED INSURED: <u>Hammond Power Solutions Inc.</u> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other:	NAMED INSURED'S ADDRESS (including country): <u>595 Southgate Drive</u> <u>Guelph, ON</u> <u>N1G 3W6</u> BUSINESS DESCRIPTION OF THE NAMED INSURED: <u>Manufacturer of Transformers</u>
Dollar amounts are: <input checked="" type="checkbox"/> US Dollars <input type="checkbox"/> Canadian Dollars	
Locations of all Premises you Own, Rent, or Occupy: <u>As per schedule on file with Insurer</u>	
ITEM 2. POLICY PERIOD (m/d/y): From: <u>December 1, 2021</u> To: <u>November 1, 2022</u> (12:01 a.m. Standard Time at the address set forth above)	
ITEM 3. LIMITS OF INSURANCE: In consideration of receipt of the full premium, and subject to all the terms, conditions, and exclusions of this policy, we agree to provide the following limits:	
General Aggregate Limit (Other Than Prod-Comp Operations):	<u>\$10,000,000</u>
Products/Completed Operations Aggregate Limit:	<u>\$2,000,000</u>
Each Occurrence Limit:	<u>\$2,000,000</u>
Personal & Advertising Injury Limit:	<u>\$2,000,000</u>
Damage to Premises Rented To You – Any One Premises:	<u>\$2,000,000</u>
Medical Expense Limit:	<u>\$50,000</u>
Each Occurrence	<u>\$50,000</u>
Employers Liability – Canadian Employees Only	
Each Person	<u>\$2,000,000</u>
Each Accident	<u>\$2,000,000</u>
Employee Benefits Liability:	
Each Wrongful Act	<u>\$2,000,000</u>
Annual Aggregate	<u>\$2,000,000</u>
Retroactive Date	<u>November 1, 2015</u>
Non-Owned Automobile Limit – Canada/US Only:	
Per Accident	<u>\$2,000,000</u>

Canadian Head Office
120 Bremner Boulevard
Toronto, ON M5J 0A8



AIG Insurance Company of Canada
(Herein called the **Company**)

Damage to Hired Automobiles (94) – Canada/US Only:

All Perils \$75,000

DEDUCTIBLE:

Tenants' Legal Liability All Risks

Including Expenses, Per Occurrence: \$1,000

PD to Hired Autos

Including Expenses, Per Occurrence: \$1,000

Employee Benefits

Including Expenses, Per Claim: \$1,000

All Other

Including Expenses, Per Occurrence: \$10,000

ITEM 4. PREMIUM:

<u>Exposure</u>	<u>Premium Basis</u>	<u>Rate</u>	<u>Premium</u>
<u>\$297,948,678</u>	<u>Revenue</u>	<u>FLAT</u>	<u>\$43,258 USD</u>
Total Premium Payable at Inception:			<u>\$43,258 USD</u>
Minimum Earned Premium:			<u>\$32,444 USD</u>

ITEM 5. FORMS/ENDORSEMENTS ATTACHED HERETO: As Per Forms Schedule attached

In Case of Loss, Notify:	Broker's Name & Address:	Commission:
Email: wsnyclaimsreporting@aig.com	Attention: <u>Drew Fenton</u>	0%
Worldwide Web:	<u>HUB International HKMB</u>	
http://www.aig.com/wsclaimsreporting	<u>595 Bay Street, Suite 900</u>	
Fax: +1.222.881.9002	<u>Toronto, ON, M5G 2E3</u>	
	<u>Drew.Fenton@hubinternational.com</u>	

Canadian Head Office
120 Bremner Boulevard
Toronto, ON M5J 0A8



AIG Insurance Company of Canada
(Herein called the **Company**)

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Policy..

A handwritten signature in black ink, appearing to read "L. Ouyang", written over a horizontal line.

Chief Executive Officer
AIG Insurance Company of Canada

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

Authorized Representative

A handwritten signature in black ink, appearing to read "L. Ouyang", written over a horizontal line.

Dated:

November 23, 2021

CANADA GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

OCCURRENCE FORM

PLEASE READ THE ENTIRE FORM CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words **we**, **us** and **our** refer to the **Company** providing this insurance.

The word **insured** means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in bold type have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. **We** will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. **We** will have the right and duty to defend the insured against any **suit** seeking those damages. However, **we** will have no duty to defend the insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. **We** may, at **our** discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- (1) The amount **we** will pay for damages is limited as described in Section III – Limits Of Insurance;
- (2) **Our** right and duty to defend end when **we** have used up the applicable limit of insurance in the payment of judgments or settlements under

Coverages A or B or medical expenses under Coverage C; and

- (3) **Our** duty to defend applies only in those countries in the **coverage territory** where legal circumstances permit **us** to defend. In those countries in the **coverage territory** where legal circumstances do not permit **us** to defend, **we** will reimburse **you** for **your** defense costs, subject to **our** prior authorization.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to **bodily injury** and **property damage** only if:

- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- (2) The **bodily injury** or **property damage** occurs during the policy period;
- (3) Prior to the policy period, no insured listed under Paragraph I. of Section II – Who Is An Insured and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed insured or authorized **employee** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period; and
- (4) Any claim or **suit** is made or brought in the **coverage territory** or the United States of America, its territories and possessions, Puerto Rico or Canada.

- c. **Bodily Injury or property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph I. of Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury or property damage** after the end of the policy period.
- d. **Bodily Injury or property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph I. of Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - (1) Reports all, or any part, of the **bodily injury or property damage** to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the **bodily injury or property damage**; or
 - (3) Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.
- e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Bodily injury or property damage for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury or property damage**, provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

Bodily injury or property damage for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

Bodily injury to:

(1) An **employee** of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

f. Pollution

(1) **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) **Bodily injury or property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site or location has been added to

your policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) **Bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape

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from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) **Bodily injury** or **property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or
- (iii) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way

respond to, or assess the effects of, **pollutants**; or

- (b) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this paragraph does not apply to liability for damages because of **property damage** that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading** or **unloading**.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises **you** own or rent;
- (2) A watercraft **you** do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises **you** own or rent, provided the **auto** is not owned by or

rented or loaned to **you** or the insured;

- (4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or

- (5) **Bodily injury or property damage** arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the jurisdiction where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of **mobile equipment**.

h. Mobile Equipment

Bodily injury or property damage arising out of:

- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured; or
- (2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

Bodily injury or property damage, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by

governmental authority in hindering or defending against any of these.

j. Damage To Property

Property damage to:

- (1) Property **you** own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to **you** for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to **You** as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by **you**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

k. **Damage To Your Product**

Property damage to your product arising out of it or any part of it.

l. **Damage To Your Work**

Property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on **your behalf** by a subcontractor.

m. **Damage to Impaired Property Or Property Not Physically Injured**

Property damage to impaired property or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- (2) A delay or failure by **you** or anyone acting on **your behalf** to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

n. **Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) **Your product**;
- (2) **Your work**; or
- (3) **impaired property**;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. **Employment-Related Practices**

Bodily injury to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of **bodily injury** to that person at whom any of the employment related practices describe in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

p. **Personal and Advertising Injury**

Bodily injury arising out of **personal and advertising injury**.

q. **Asbestos**

Property damage or **bodily injury**, arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of such **property damage** or **bodily injury** as a result of manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

r. **Terrorism**

Bodily injury or property damage arising directly or indirectly as a result of or in connection with **terrorism** including, but not limited to, any contemporaneous or ensuing **bodily injury or property damage** caused by fire, looting or theft.

s. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

t. **Silica**

Bodily injury or property damage or any other loss, cost or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of **bodily injury or property damage** arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

Exclusions c. through n., with the exception of exclusion i., War., do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

- a. **We** will pay those sums that the insured becomes legally obligated to pay as damages because of **personal and advertising injury** to which this insurance applies. **We** will have the right and duty to defend the insured against any suit seeking those damages. However, **we** will have no duty to defend the insured against any suit seeking damages for

personal and advertising injury to which this insurance does not apply. **We** may, at our discretion, investigate any offense and settle any claim or suit that may result. But:

- (1) The amount **we** will pay for damages is limited as described in Section III – Limits Of Insurance;
- (2) **Our** right and duty to defend end when **we** have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C; and
- (3) **Our** duty to defend applies only in those countries in the **coverage territory** where legal circumstances permit **us** to defend. In those countries in the **coverage territory** where legal circumstances do not permit **us** to defend, **we** will reimburse **you** for **your** defense costs, subject to **our** prior authorization.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of **your** business, but only if the offense was committed in the **coverage territory** during the policy period. Any claim or suit must be made or brought in the **coverage territory** or the United States of America, its territories and possessions, Puerto Rico or Canada.

2. **Exclusions**

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**

Personal and advertising injury caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.

- b. **Material Published With Knowledge Of Falsity**

Personal and advertising injury arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior To Policy Period**

Personal and advertising injury arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**

Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

Personal and advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach Of Contract**

Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.

g. **Quality Or Performance Of Goods - Failure To Conform To Statements**

Personal and advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in **your advertisement**.

h. **Wrong Description Of Prices**

Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in **your advertisement**.

i. **Infringement Of Copyright, Patent, Trademark or Trade Secret**

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in **your advertisement**, of copyright, trade dress or slogan.

j. **Insureds In Media And Internet Type Businesses**

Personal and advertising injury committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15.a., b. and c. of **personal and advertising injury** under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. **Electronic Chatrooms Or Bulletin Boards**

Personal and advertising injury arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use Of Another's Name Or Product**

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

Personal and advertising injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

n. **Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way

respond to, or assess the effects of
pollutants; or

- (2) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

o. **Asbestos**

Personal and advertising injury arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

p. **War**

Personal and advertising injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

q. **Employment-Related Practices**

Personal and advertising injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment,

discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of **personal and advertising injury** to that person at whom any of the employment related practices describe in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. **Terrorism**

Personal and advertising injury arising directly or indirectly as a result of or in connection with **terrorism** including, but not limited to, any contemporaneous or ensuing **personal and advertising injury** caused by fire, looting or theft.

s. **Silica**

Personal and advertising injury or any other loss, cost or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of **personal and advertising injury** arising out of the presence, ingestion inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. **We** will pay medical expenses as described below for **bodily injury** caused by an accident:
- (1) On premises **you** own or rent;
 - (2) On ways next to premises **you** own or rent; or
 - (3) Because of **your** operations;
- provided that:

- (1) The accident takes place in the **coverage territory** and during the policy period;
 - (2) The expenses are incurred and reported to **us** within one year of the date of the accident; and
 - (3) The injured person submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.
- b. **We** will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. **We** will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.
2. Exclusions
- We** will not pay expenses for **bodily injury**:
- a. Any Insured
To any insured, except **volunteer workers**.
 - b. Hired Person
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
 - c. Injury On Normally Occupied Premises
To a person injured on that part of premises **you** own or rent that the person normally occupies.
 - d. Workers Compensation And Similar Laws
To a person, whether or not an **employee** of any insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
 - e. Athletics Activities
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

- f. Products-Completed Operations Hazard
Included within the **products-completed operations hazard**.
- g. Coverage A Exclusions
Excluded under Coverage A.
- h. War
However caused, arising, directly or indirectly, out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- i. Terrorism
Arising directly or indirectly as a result of or in connection with **terrorism** including, but not limited to any contemporaneous or ensuing **bodily injury** caused by fire, looting or theft.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. **We** will pay, with respect to any claim **we** investigate or settle or any **suit** against an insured **we** defend:
 - a. All expenses **we** incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. **We** do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. **We** do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at **our** request to assist **us** in the investigation or defense of the claim or **suit**, including actual loss of earnings up

to \$250 a day because of time off from work.

- e. All costs taxed against the insured in the suit.
- f. Prejudgment interest awarded against the insured on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of insurance, **we** will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If **we** defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, **we** will defend that indemnitee if all of the following conditions are met:
 - a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;
 - d. The allegations in the **suit** and the information **we** know about the **occurrence** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask **us** to conduct and control the defense of that indemnitee against such **suit** and agree that **we** can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:

- (a) Cooperate with **us** in the investigation, settlement or defense of the **suit**;

- (b) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **suit**;

- (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with **us** with respect to coordinating other applicable insurance available to the Indemnitee; and

- (2) Provides **us** with written authorization to:

- (a) Obtain records and other information related to the **suit**; and

- (b) Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys' fees incurred by **us** in the defense of that indemnitee, necessary litigation expenses incurred by **us** and necessary litigation expenses incurred by the indemnitee at **our** request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b. (2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for **bodily injury** and **property damage** and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. **We** have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If **you** are designated in the Declarations as:

- a. An individual, **you** and **your** spouse are insureds, but only with respect to the conduct of a business of which **you** are the sole owner.
 - b. A partnership or joint venture, **you** are an insured. **Your** members, **your** partners, and their spouses are also insureds, but only with respect to the conduct of **your** business.
 - c. A limited liability company, **you** are an insured. **Your** members are also insureds, but only with respect to the conduct of **your** business. **Your** managers are insureds, but only with respect to their duties as **your** managers.
 - d. An organization other than a partnership, joint venture or limited liability company, **you** are an insured. **Your** executive officers and directors are insureds, but only with respect to their duties as **your** officers or directors. **Your** stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, **you** are an insured. **Your** trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. **Your** volunteer workers only while performing duties related to the conduct of your business, or **your** employees, other than either **your** executive officers (if **you** are an organization other than a partnership, joint venture or limited liability company) or **your** managers (if **you** are a limited liability company), but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business. However, none of these employees or volunteer workers are insured for:
 - (1) **Bodily injury or personal and advertising injury:**
 - (a) To **you**, to **your** partners or members (if **you** are a partnership or joint venture), to **your** members (if **you** are a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of **your** business, or to **your** other volunteer workers while performing duties related to the conduct of **your** business;
 - (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) **Property damage** to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of **your** employees, volunteer workers, any partner or member (if **you** are a partnership or joint venture), or any member (if **you** are a limited liability company).
 - b. Any person (other than **your** employee, volunteer worker), or any organization while acting as **your** real estate manager.
 - c. Any person or organization having proper temporary custody of **your** property if **you** die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until **your** legal representative has been appointed.
 - d. **Your** legal representative if **you** die, but only with respect to duties as such. That representative will have all **your** rights and duties under this Coverage Part.
3. Any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or majority interest, will qualify as a Named Insured if there is no

other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to **bodily injury** or **property damage** that occurred before **you** acquired or formed the organization; and
- c. Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before **you** acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most **we** will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
2. The Master Control Program Aggregate is the most **we** will pay for the sum of damages paid under this policy and any **local underlying policy**. **You** will reimburse **us** within 30 days of **our** request for any payment **we** make under this policy or any **local underlying policy** for damages or expenses after the Master Control Program Aggregate is exhausted.
3. Subject to 2. above, the General Aggregate Limit is the most **we** will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - c. Damages under Coverage B.
4. Subject to 2. above, the Products-Completed Operations Aggregate Limit is the most **we** will pay under Coverage A for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
5. Subject to 2. and 3. above, the Personal and Advertising Injury Limit is the most **we** will pay under Coverage B for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.
6. Subject to 3. or 4. above, whichever applies, and subject to 2. above, the Each Occurrence Limit is the most **we** will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
because of all **bodily injury** and **property damage** arising out of any one occurrence.
7. Subject to 2. and 6. above, the Damage To Premises Rented To You Limit is the most **we** will pay under Coverage A for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to **you** or temporarily occupied by **you** with permission of the owner.
8. Subject to 2. and 6. above, the Medical Expense Limit is the most **we** will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.
9. All payments made under any local policy issued to **you** by **us** or any other insurance company will reduce the Limits of Insurance of this policy.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve **us** of **our** obligations under this Coverage Part.

2. Duties In The Event Of **Occurrence**, Offense, Claim Or **Suit**

- a. **You** must see to it that **we** are notified as soon as practicable of an **occurrence** or offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the **occurrence** or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **occurrence** or offense.

Notice of an **occurrence** or offense is not notice of a claim.

- b. If a claim is made or **suit** is brought against any insured, **you** must:

- (1) Immediately record the specifics of the claim or **suit** and the date received; and
- (2) Notify **us** as soon as practicable.

You must see to it that **we** receive written notice of the claim or **suit** as soon as practicable.

- c. **You** and any other involved insured must:

- (1) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
- (2) Authorize **us** to obtain records and other information;
- (3) Cooperate with **us** in the investigation or settlement of the claim or defense against the **suit**; and
- (4) Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be

liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without **our** consent.

3. Legal Action Against **Us**

No person or organization has a right under this Coverage Part:

- a. To join **us** as a party or otherwise bring **us** into a **suit** asking for damages from an insured; or
- b. To sue **us** on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue **us** to recover on an agreed settlement or on a final judgment against an insured; but **we** will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by **us**, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss **we** cover under Coverages A or B of this Coverage Part, **our** obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builders' Risk, Installation Risk or similar coverage for **your work**;

- (b) That is Fire insurance for premises rented to **you** or temporarily occupied by **you** with permission of the owner;
 - (c) That is insurance purchased by **you** to cover **your** liability as a tenant for **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;
- (2) Any other primary insurance available to **you** covering liability for damages arising out of the premises or operations, or the products and completed operations, for which **you** have been added as an additional insured by attachment of an endorsement; or
 - (3) Any of the other insurance or **your** self-insurance plan that covers a loss on the same basis.

When this insurance is excess, **we** will have no duty under Coverages A or B to defend, the **insured** against any **suit** if any other insurer has a duty to defend the **insured** against that **suit**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, **we** will pay only **our** share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically

to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, **we** will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Difference in Conditions

When the insurance provided by this policy has broader coverage than any other policy available to you covering the same loss, the insurance afforded by this policy will apply to the extent that any coverage or condition herein is less restrictive to you than are the terms and conditions afforded under that other policy.

5. Maintenance of Underlying Insurance

For as long as this policy is in effect all **local underlying policies** must:

- a. Continuously provide no less coverage than in effect at inception of this policy; and
- b. Afford no lower Limits of Insurance than in effect at inception of this policy, except for reduction or exhaustion of primary limits solely due to payment of losses.

This policy shall apply as though such policies had been maintained in force at the terms and conditions at inception of this policy.

6. Premium Audit

- a. **We** will compute all premiums for this Coverage Part in accordance with **our** rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium

only. At the close of each audit period **we** will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, **we** will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information **we** need for premium computation, and send **us** copies at such times as **we** may request.

7. Representations

By accepting this policy, **you** agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations **you** made to **us**; and
- c. **We** have issued this policy in reliance upon **your** representations.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or **suit** is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment **we** have made under this Coverage Part, those rights are transferred to **us**. The insured must do nothing after loss to impair them. At **our** request, the insured will bring **suit** or transfer those rights to **us** and help **us** enforce them.

10. When **We** Do Not Renew

If **we** decide not to renew this Coverage Part, **we** will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.

- b. **We** may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if **we** cancel for non-payment of premium; or

- (2) 60 days before the effective date of cancellation if **we** cancel for any other reason.

- c. **We** will mail or deliver our notice to the first Named Insured's last mailing address known to **us**.

- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- e. If this policy is canceled, **we** will send the first Named Insured any premium refund due. If **we** cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the first Named Insured cancels and the Total Advance Program Premium is indicated as a minimum premium, no refund will be made. The cancellation will be effective even if **we** have not made or offered a refund.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

12. Changes

This policy contains all the agreements between **you** and **us** concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this policy.

13. Examination of **Your** Books and Records

We may examine and audit **your** books and records as they relate to this policy at any time during the policy period and up to three years afterward.

14. Inspections and Surveys

- a. **We** have the right to:
 - (1) make inspections and surveys at any time;
 - (2) give **you** reports on the conditions **we** find; and
 - (3) recommend changes.
- b. **We** are not obligated to make any inspections, surveys, reports or recommendations, and such actions **we** do make relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, **we** do not warrant that conditions:
 - (1) are safe or healthful; or
 - (2) comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to **us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations **we** may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

15. Premiums

The first Named Insured shown in the Declarations:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums **we** pay.

16. Transfer of **Your** Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without **our** written consent except in the case of death of an individual Named Insured.

If **you** die, your rights and duties will be transferred to **your** legal representative, but only while acting within the scope of duties

as **your** legal representative. Until **your** legal representative is appointed, anyone having proper temporary custody of **your** property will have **your** right and duties, but only with respect to that property.

SECTION V – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about **your** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **Auto** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the jurisdiction where it is licensed or principally garaged.

However **auto** does not include **mobile equipment**

3. **Bodily injury** means **bodily injury**, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **Coverage territory** means anywhere in the world, including international waters or airspace.
5. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
6. **Executive officer** means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.

7. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
8. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
- It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You** have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- The repair, replacement, adjustment or removal of **your product** or **your work**; or
 - Your** fulfilling the terms of the contract or agreement.
9. **Insured contract** means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner is not an **insured contract**;
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement; or
 - That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. **Leased worker** means a person leased to **you** by a labor-leasing firm under an agreement between **you** and the labor-leasing firm, to perform duties related to the conduct of **your** business. **Leased worker** does not include a **temporary worker**.
11. **Loading or unloading** means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
 - While it is in or on an aircraft, watercraft or **auto**; or
 - While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;
- but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

12. **Local underlying policy** means a primary policy effective on or after the inception of this policy which has been issued at our direction or coordinated by us specifically for this insurance program.

13. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a, b, c, or d, above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers; and

- f. Vehicles not described in a, b, c, or d, above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the jurisdiction where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered autos.

14. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

15. **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in **your advertisement**; or

g. Infringing upon another's copyright, trade dress or slogan in **your advertisement**.

16. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes

materials to be recycled, reconditioned or reclaimed.

17. Products-completed operations hazard:

a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

- (1) Products that are still in **your** physical possession; or
- (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in **your** contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if **your** contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include **bodily injury** or **property damage** arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you**, and that condition was created by the **loading or unloading** of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

18. Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. Suit means a civil proceeding in which damages because of **bodily injury**, **property damage** or **personal and advertising injury** to which this insurance applies are alleged. **Suit** includes:

- a. An arbitration proceeding in which such damages claimed and to which the insured must submit or does submit with **our** consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with **our** consent.

20. Temporary worker means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

21. Terrorism means the use or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include an act which is verified or recognized by the United States Government as an act of **terrorism**.

22. **Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

23. **Your product:**

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under **your** name; or

(c) A person or organization whose business or assets **you** have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**, and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

24. **Your work:**

a. Means:

(1) Work or operations performed by **you** or on **your** behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**, and

(2) The providing of or failure to provide warnings or instructions.

**AIG Insurance Company of Canada**

(Hereinafter called the Insurer)
120 Bremner Boulevard, Suite 2200
Toronto, Ontario M5J 0A8

S.P.F. No. 6
STANDARD NON-OWNED
AUTOMOBILE POLICY

POLICY NUMBER: GL 41767297**AGENT: HUB INTERNATIONAL HKMB, TORONTO, ONTARIO**

WHEREAS AN APPLICATION HAS BEEN MADE BY THE APPLICANT (HEREINAFTER CALLED THE INSURED) TO THE INSURER FOR A CONTRACT OF AUTOMOBILE INSURANCE AND THE SAID APPLICATION FORMS PART OF THIS CONTRACT OF INSURANCE AND IS AS FOLLOWS:

ITEMS**APPLICATION**

1. FULL NAME OF THE APPLICANT		HAMMOND POWER SOLUTIONS INC.										
POSTAL ADDRESS (including County or district)		595 SOUTHGATE DRIVE, GUELPH, ONTARIO N1G 3W6										
APPLICANT IS		CORPORATION										
(STATE WHETHER INDIVIDUAL, PARTNERSHIP, CORPORATION, MUNICIPALITY OR ESTATE)												
2. POLICY PERIOD FROM		December 1, 2021 TO NOVEMBER 1, 2021								12:01 A.M. LOCAL TIME AT THE APPLICANT'S POSTAL ADDRESS STATED HEREIN AS TO EACH OF SAID DATES		
3. THE AUTOMOBILES IN RESPECT OF WHICH INSURANCE IS TO BE PROVIDED ARE THOSE NOT OWNED IN WHOLE OR IN PART BY, NOR LICENSED IN THE NAME OF THE APPLICANT, USED IN THE APPLICANT'S BUSINESS OF: AS KNOWN TO THE INSURER												
4. THE APPLICANT'S PARTNERS, OFFICERS, EMPLOYEES AND AGENTS AS OF THE DATE OF THIS APPLICATION ARE AS FOLLOWS												
PARTNERS, OFFICERS AND EMPLOYEES WHO REGULARLY USE AUTOMOBILES NOT OWNED BY THE APPLICANT IN HIS BUSINESS												
ALL OTHER PARTNERS, OFFICERS AND EMPLOYEES												
ALL APPLICANT'S AGENTS												
LOCATION	CLASS "A1" PRIVATE PASSENGER			CLASS "A2" COMMERCIAL			CLASS "B"			CLASS "C"		
	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM	NUMBER	RATE	PREMIUM
	AS KNOWN TO THE INSURER		SINCLUDED	AS KNOWN TO THE INSURER		SINCLUDED	AS KNOWN TO THE INSURER		SINCLUDED	AS KNOWN TO THE INSURER		INCLUDED
5. "HIRED AUTOMOBILES" - THE AUTOMOBILES HIRED BY THE APPLICANT ARE AS FOLLOWS:												
TYPE OF AUTOMOBILE				ESTIMATED COST OF HIRE				RATES PER \$100 OF COST OF HIRE				ADVANCE PREMIUM
AS KNOWN TO INSURER				AS KNOWN TO INSURER				AS KNOWN TO INSURER				SINCLUDED
THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE POLICY PERIOD AS PROVIDED IN THE POLICY.												
6. "AUTOMOBILES OPERATED UNDER CONTRACT" - ON BEHALF OF THE APPLICANT ARE AS FOLLOWS:												
TYPE OF AUTOMOBILE AND DESCRIPTION OF USE				ESTIMATED CONTRACT COST				RATES PER \$100 OF CONTRACT COST				ADVANCE PREMIUM
AS KNOWN TO INSURER				AS KNOWN TO INSURER				AS KNOWN TO INSURER				SINCLUDED
THE ADVANCE PREMIUM IS SUBJECT TO ADJUSTMENT AT THE END OF THE POLICY PERIOD AS PROVIDED IN THE POLICY.												
7. THIS APPLICATION IS MADE FOR INSURANCE AGAINST THE PERILS MENTIONED IN THIS ITEM AND UPON THE TERMS AND CONDITIONS OF THE INSURER'S CORRESPONDING STANDARD POLICY FORM AND FOR THE FOLLOWING SPECIFIED LIMIT.												
INSURING AGREEMENT	PERILS					LIMIT					COMBINED PREMIUMS	
SECTION A THIRD PARTY LIABILITY	LEGAL LIABILITY FOR BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE APPLICANT					\$2,000,000 (EXCLUSIVE OF INTEREST AND COSTS) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT					SINCLUDED	
ENDORSEMENTS											SINCLUDED	
MINIMUM RETAINED PREMIUM				SINCLUDED				TOTAL PREMIUM				SINCLUDED
8. HAS ANY INSURER CANCELLED, DECLINED OR REFUSED TO RENEW OR ISSUE, AUTOMOBILE INSURANCE TO THE APPLICANT WITHIN THREE YEARS PRECEDING THIS APPLICATION? IF SO, STATE NAME OF INSURER AS KNOWN TO THE INSURER												
9. STATE PARTICULARS OF ALL ACCIDENTS OR CLAIMS ARISING OUT OF THE USE OR OPERATION IN HIS BUSINESS OF NON-OWNED AUTOMOBILES BY THE APPLICANT WITHIN THE THREE YEARS PRECEDING THIS APPLICATION.												
INJURY TO PERSONS						DAMAGE TO PROPERTY OF OTHERS						
AS KNOWN TO THE INSURER						AS KNOWN TO THE INSURER						
10. ALL THE STATEMENTS IN THIS APPLICATION ARE TRUE AND THE APPLICANT HEREBY APPLIES FOR A CONTRACT OF AUTOMOBILE INSURANCE TO BE BASED ON THE TRUTH OF THE SAID STATEMENTS.												
11. Where, (a) an applicant for a contract gives false particulars of the described automobile to be insured to the prejudice of the insurer, or knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the insured contravenes a term of the contract or commits a fraud; or (c) the insured willfully makes a false statement in respect of a claim under the contract, a claim by the insured is invalid and the right of the insured to recover indemnity is forfeited.												

Authorized Representative

INSURING AGREEMENT

Now, Therefore, in Consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated

SECTION A -- THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from

**BODILY INJURY TO OR THE DEATH OF ANY PERSON OR
DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:**

Provided always the Insurer shall not be liable under this policy:

- (a) for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or
- * (b) for any liability imposed upon any person insured by this policy:
 - (1) by any workmen's compensation law; or
 - (2) by any law for bodily injury to or the death of the Insured or any partner, officer or employee of the Insured while engaged in the business of the Insured; or

*Not applicable in the Province of Ontario

- (c) for any liability assumed by any person insured by this policy voluntarily under any contract or agreement; or
- (d) for loss or damage to property carried in or upon an automobile personally driven by any person insured by this policy or to any property owned or rented by, or in the care, custody or control of any such person; or
- (e) for any amount in excess of the limit stated in Item 7 of the application, and expenditures provided for in the Additional Agreements of this policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to the nuclear energy hazard.

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this policy, the Insurer further agrees:

- (1) upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof, or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
- (2) to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
- (3) to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of

judgment upon that part of the judgment which is within the limits of the Insurer's liability; and

- (4) in case the injury be to a person, reimburse any person insured by this policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
- (5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit stated in section A of Item 7 of the application; and
- (6) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred

AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured by this policy

- (a) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;

- (b) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to liable to pay under this policy.

GENERAL PROVISIONS AND DEFINITIONS**1. ADDITIONAL INSURED**

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof, personally drives (a) in the business of the Insured stated in Item 3 of the application, any automobile not owned in whole or in part by or licensed in the name of (i) the Insured, or (ii) such additional Insured person, or (iii) any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or (b) any automobile hired or loaned in the name of the Insured except an automobile owned in whole or in part or licensed in the name of such additional insured person.

2. TERRITORY

This policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.

3. HIRED AUTOMOBILES DEFINED

The term "Hired Automobiles" as used in this policy means automobiles hired or leased from others with or without drivers, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

4. AUTOMOBILES OPERATED UNDER CONTRACT DEFINED

The term "Automobiles Operated under Contract" as used in this policy shall mean automobiles operated in the business of the Insured stated in Item 3 of the application where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

5. TWO OR MORE AUTOMOBILES

When two or more automobiles are insured hereunder the terms of this policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under Section A.

6. PREMIUM ADJUSTMENT

The Advance Premium stated in Item 5 of the application is computed on the estimated total "cost of hire" for the Policy Period. The words "cost of hire" as used herein mean the entire amount incurred for "Hired Automobiles" and drivers when such automobiles are hired with drivers or the amount incurred for hired automobiles and the wages paid to drivers when such drivers are employees of the Insured.

The Advance Premium stated in Item 6 of the application is computed on the estimated total "contract cost" for the Policy Period. The words "contract cost" as used herein mean the entire amount paid by the Insured for "Automobiles Operated under Contract" to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this policy.

STATUTORY CONDITIONS

The insurance provided under this Coverage is subject to the "Automobile Statutory Conditions" approved by the Superintendent of Insurance for the Province in which this policy is issued and upon request the Company will make available a complete copy of same.

STATUTORY CONDITIONS
(Applicable to Alberta and British Columbia only)

Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless
 - (a) otherwise specifically stated in the contract, or
 - (b) the interest of the insured in that property is stated in the contract.

Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4. (1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
 - (a) material to the risk, and
 - (b) within the control and knowledge of the insured.
- (2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
 - (a) terminate the contract in accordance with Statutory Condition 5, or

- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- (4) If the insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

Termination of insurance

- 5. (1) The contract may be terminated
 - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the insured at any time on request.
- (2) If the contract is terminated by the insurer,
 - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

- 6. (1) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
 - (a) immediately give notice in writing to the insurer,

- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
 - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
 - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
 - (iv) stating the amount of other insurances and the names of other insurers,
 - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
 - (vii) stating the place where the insured property was at the time of loss,
 - (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
 - (d) if required by the insurer and if practicable,
 - (i) produce books of account and inventory lists,
 - (ii) furnish invoices and other vouchers verified by statutory declaration, and
 - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8. Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made
- (a) by the agent of the insured, if
 - (i) the insured is absent or unable to give the notice or make the proof, and
 - (ii) the absence of inability is satisfactorily accounted for, or
 - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.

Salvage

9. (1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10. After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
 - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
 - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
 - (ii) without the insurer's consent, there can be no abandonment to it of the insured property,

In case of disagreement

11. (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

(2) There is no right to a dispute resolution process under this condition until

- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

When loss payable

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Repair or replacement

13. (1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof loss, and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14. (1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

FORMS SCHEDULE

Named Insured: Hammond Power Solutions Inc.
Policy Number: GL 41767297
Effective 12:01 AM: December 1, 2021

End't. No.	Form Name	Form Number/ Edition Date	
	Global Commercial General Liability Declarations (Occurrence)	WS0076	(01/17)
	Global Commercial General Liability Coverage Form (Occurrence)	WS0077	(07/09)
	S.P.F. No. 6 - Standard Non-Owned Automobile;	61602R	(10/80)
	Statutory Conditions	RM1142	(06/18)
1	Absolute Lead Exclusion	80983	(05/10)
2	Access or Disclosure of Confidential or Personal Information Exclusion	CIC7886	(10/19)
3	Employers' bodily Injury Liability Coverage (Canadian Employees Only)	MLA0317	(03/18)
4	Additional Insured - Where Required Under Contract or Agreement	78970	(05/10)
5	Additional Insured - Vendors	78967	(05/10)
6	Amendment of duties in the event of occurrence, event, claim or suit	78974	(02/04)
7	Aircraft Products Exclusion & Grounding Endorsement	78971	(05/10)
8	Broad Form Named Insured Endorsement	80971	(05/10)
9	Broad Form Products Coverage	MLA0410	(11/18)
10	Damage to Premises Rented to You – Broad Form	WS0079	(01/06)
11	Communicable Disease Exclusion	CIC7943	(02/21)
12	Deductible Endorsement (Premises Rented by you in Canada)	80972	(05/10)
13	Employee Benefits Liability – Claims Made	78990	(05/10)
14	Employment-Related Practices Exclusion	WS1376 CDA	(06/09)
15	Erisa Exclusion	78991	(05/10)
16	Exclusion – Engineers, Architects or Surveyors Professional Liability	79007	(05/10)
17	Foreign Automobile Liability Insurance – Owned, Hired and Non-Owned Auto Liability	79056	(07/18)
18	Incidental Medical Malpractice Extension	79040	(05/10)
19	Fungus Exclusion	78689WS	(05/10)
20	Local Policy Tax	83773	(05/10)
21	Notice of Cancellation – Amended to 90 Days Except 10 Days For Non-Payment	84276	(05/10)
22	Nuclear Liability Exclusion Endorsement	80986	(05/10)
23	Perfluorinated Compounds or Per and Polyfluoroalkyl Substances (PFAS)	CIC7946	02/21
24	Radioactive Matter Exclusion	80991	(05/10)
25	Silicosis Exclusion	64003WS	(02/04)
26	Unintentional Errors & Omissions	79075	(05/10)
27	Waiver of Transfer of Rights of Recovery Against Others to Us	79121	(05/10)
28	Voluntary Compensation (Employers' Liability) Extension – Canada only	WS0081	(01/06)
29	Exclusion – Violation of Statutes	WS1589	(02/10)
30	S.E.F. NO. 94 – Legal Liability For Damage To Hired Automobiles Endorsement	61618	(03/80)
31	S.E.F. NO. 96 - Contractual Liability Endorsement	61622	(01/69)
32	S.E.F. NO. 99 - Excluding Long Term Leased Vehicles	61628	(01/69)
33	OEF NO 98B Reduction of Coverage For Lessees Or Drivers Of Leased Vehicles Endorsement	67698	(01/08)
34	Endorsement Modifying Date of Termination SPF 6	AIG00105	(01/17)

CIFMSC
CI0226

ENDORSEMENT NO. 1

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any **bodily injury, property damage, personal and advertising injury**, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 2

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

**EXCLUSION- ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA RELATED LIABILITY ENDORSEMENT**
FORM CIC7886 10-2019

This endorsement modifies insurance provided by the policy:

IT IS AGREED AND UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS EXCLUSION WILL SUPERSEDE.

- A. The following exclusion is added to the policy and supersedes any similar exclusion included in the policy or by endorsement:

Access or Disclosure of Confidential or Personal Information; Electronic Data

This insurance does not apply to any liability arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described above.

- B. For the purpose of this endorsement, the following definition applies:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

If the policy to which this endorsement is attached uses boldface terms for defined terms, then the quotation marks above shall be treated as if such terms were contained within boldface terms.

All other terms, conditions and exclusions of the policy remain unchanged.



Date

AIG Insurance Company of Canada

FILED
07-18-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

ENDORSEMENT NO. 3

This endorsement, effective 12:01 A.M., December 1, 2021
 Forms a part of Policy No.: GL 41767297
 Issued to: Hammond Power Solutions Inc.
 By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' BODILY INJURY LIABILITY COVERAGE RIDER

(Applicable to Canadian Employees Only)

Form MLA0317 03-2018

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

The limit of our liability shall be as stated herein, subject to all the terms of this Policy.

Coverages	Limits of Liability	Advance Premium
Employers' Bodily Injury Liability	\$2,000,000 each person \$2,000,000 each accident	\$ Included
Minimum Premium \$	Total Advance Premium	\$ Included

Description of Hazards	Premium Bases	Rates	Advance Premium
All operations necessary and commonly incidental to the business or work herein described: As known to the Insurer	a) Remuneration b)	B.I.	B.I.
		a) Per \$1,000. b)	Included Included

I. INSURING AGREEMENTS
COVERAGE D - EMPLOYERS' BODILY INJURY LIABILITY

Notwithstanding the "Employer's Liability" exclusion contained in **SECTION I** of the policy, we will pay those sums that the insured shall become legally obligated to pay as damages because of **bodily injury** sustained by **your Canadian employee** arising out of and in the course of his or her employment by **you** in the operations described in the Schedule hereof. No other obligations or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**. This insurance applies only to **bodily injury** which occurs during the policy period. The **bodily injury** must be caused by an **occurrence**. The **occurrence** must take place in the United States of America, its territories and possessions, Puerto Rico or Canada only.

ENDORSEMENT NO. 3

This endorsement, effective **12:01 A.M.**, December 1, 2021

Forms a part of Policy No.: GL 41767297

Issued to: Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

We will have the right and duty to defend any suit seeking those damages but:

- A. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**;
- B. We may investigate and settle and claim or suit at our discretion; and
- C. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B, D** or medical expenses under **COVERAGE C**.

II. EXCLUSIONS

For the purposes of this endorsement, the insurance provided under this **COVERAGE D** does not apply to:

- A. Liability assumed by you under any contract or agreement;
- B. **Bodily injury** arising out of the ownership, use, or operation of any aircraft by or on behalf of you;
- C. Any obligation for which you or your insurer may be held liable under any workmen's compensation law;
- D. **Bodily injury** resulting from the acts or omissions of, or **bodily injury** sustained by, any person employed by you in violation of the law as to age;
- E. **Bodily injury** arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations;
- F. **Bodily injury** due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- G. Nuclear Energy Liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons who sustain **bodily injury** or (3) claims made or suits brought on account of **bodily injury**, our liability is limited as follows:

- 1. **Limits of Liability** The limit of **bodily injury** liability stated in the Schedule as applicable to **Coverage D** "each person" is the limit of our liability for all damages, including damages for care and loss of services, arising out of **bodily injury** sustained by one person in any one occurrence; the limit of such liability stated in the schedule as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all damages, including damages for care and loss of services, arising out of **bodily injury** sustained by two or more persons in any one occurrence, or series of occurrences arising out of one event.

IV. DESCRIPTION OF TERM USED FOR PREMIUM BASIS

Remuneration means the total earnings during the policy period, not exceeding \$5,000.00 in any one policy year or \$100.00 each week in any one policy year, for each owner, partner, executive officer or employee.

ENDORSEMENT NO. 3


This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

V. ADDITIONAL DEFINITION**Canadian employee means:**

1. Citizens of Canada, wherever hired by **you**; or
2. Non-Canadian citizen(s) whose contract of hire with **you** was entered into in Canada.

All other terms, conditions, and exclusions shall remain the same.

Date


AIG Insurance Company of Canada

ENDORSEMENT NO. 4

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT
OR AGREEMENT**

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Who is an Insured (Section II) is amended to add any person(s) or Organization(s) you are obligated to include as an additional insured under this policy as a result of any contract or agreement, but only with respect to liability arising out of your operations or premises owned by or rented to you. The insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 5

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:
GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Vendor): ALL

Your Products: ALL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to **bodily injury or property damage** arising out of **your products** shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement, provided that this exclusion does not apply to liability for damages that the vendor would have in the absence of such contract or agreement;
 - b. Any express warranty unauthorized by **you**;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

ENDORSEMENT NO. 5

This endorsement, effective 12:01 A.M., December 1, 2021
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Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

- g. Products which, after distribution or sale by **you**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. **Bodily injury or property damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, provided that this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d or f; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom **you** have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 6

This endorsement, effective 12:01 A.M., December 1, 2021

Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT (BROAD FORM)

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. For policies issued with a Self-Insured Retention Endorsement, **Section IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a.** is amended to read:

- a. You must see to it that we are notified as soon as practicable of any **occurrence** or any offense which may result in a claim. Knowledge of an **occurrence** or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you, unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice. To the extent possible notice should include:

- (1) How, when and where the **occurrence** or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **occurrence** or offense, including but not limited to:
 - (a) a fatality;
 - (b) paralysis of any part of the body;
 - (c) a major extremity or multiple minor extremity amputations;
 - (d) a brain or brain stem injury;
 - (e) severe burns or disfigurement;
 - (f) partial or total blindness;
 - (g) loss or impairment of hearing;
 - (h) a heart attack;
 - (i) reserves that exceed 50% of the **retained limit**.

As respects the above categories, You must provide us with any and all additional information, material and/or data, subsequent to the original notice, as it becomes available.

- II. **Section IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit**, is also amended to add:

Notice hereunder will be forwarded in writing to (check one):

- | | | |
|---|--|---|
| <input type="checkbox"/> WorldSource Claims Manager
80 Pine Street, 11 th Floor
New York, NY 10005
Fax (212) 968-1796 | <input checked="" type="checkbox"/> WorldSource Claims Manager
8144 Walnut Hill Lane, Ste. 1700
Dallas, TX 75231
Fax (214) 932-2208 | <input type="checkbox"/> WorldSource Claims Manager
121 Spear Street, 5 th Floor
San Francisco, CA 94105
Fax (415) 836-3145 |
|---|--|---|

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 7

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT PRODUCTS EXCLUSION AND GROUNDING ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I. - COVERAGES, COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to add the following exclusion:

Aircraft Products and Grounding: Bodily injury or property damage, arising out of aircraft products-completed operations hazard or reliance upon any representations or warranties made with respect to aircraft products-completed operations hazard, nor to any bodily injury or property damage arising out of the grounding of any aircraft.

SECTION V. - DEFINITIONS, 18. - PRODUCTS-COMPLETED OPERATIONS HAZARD, is amended to add the following paragraph:

Aircraft products-completed operations hazard, includes all bodily injury and property damage occurring away from premises you own or rent and arising out of your product or your work, including services and labor performed by you, or on your behalf, in connection with aircraft, including missiles, space craft, as well as the ground support or control equipment used therewith, and any goods or products manufactured, sold, handled or distributed by you or your predecessor companies, as well as any services provided or recommended by you or your predecessor companies, for use in the manufacture, repair, operation, maintenance or use of any aircraft. Also included are any articles furnished by you and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including ground handling tools and equipment, as well as training aids, instruction manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such aircraft or articles, except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned.

SECTION V. - DEFINITIONS, is amended with the addition of the following definitions:

Grounding means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by you or manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings or with tools machinery or other equipment furnished to such persons or organizations by you, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A grounding will be deemed to commence on the date of an occurrence which

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Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
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discloses such condition or on the date an **aircraft** is first withdrawn from service on account of such condition, whichever occurs first.

Aircraft means a vehicle designed to be used primarily in the air and to be supported by the dynamic reaction of the air upon the vehicle's wings or rotorblades, and/or by the vehicle's buoyancy in the air. The term **aircraft**, however, excludes missiles, spacecraft and the ground support or control equipment used therewith.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 8

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NAMED INSURED

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Declarations, Named Insured, is revised to include:

Named Insured means the person or organization first named as the Named Insured on the Declarations Page of this policy (the first named insured). Named Insured also includes (1) any other person or organization named as a Named Insured on the Declarations Page; and (2) any subsidiary, associated, affiliated, allied, or acquired company or corporation (including subsidiaries thereof), partnership, Joint Venture, or Limited Liability Company, of which any insured named as the Named Insured on the Declarations Page has more than 50% ownership interest in, exercises management or financial control over, or is required to provide insurance for.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 9

This endorsement, effective 12:01 A.M., December 1, 2021

Forms a part of Policy No.:

GL 41767297

Issued to:

Hammond Power Solutions Inc.

By:

AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM PRODUCTS COVERAGE
FORM MLA0410 11-2018

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section I – Coverages, Coverage A. Bodily Injury and Property Damage Liability, 2., Exclusions, k., Damage To Your Product is deleted and replaced with the following:

k. Damage To Your Product

We will not cover property damage to that particular part of your products that is caused by the part itself.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 10

This endorsement, effective **12:01 A.M.**, December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO PREMISES RENTED TO YOU (BROAD FORM)

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. "Damage To Premises Rented To You Limit" shown in the DECLARATIONS is hereby amended as follows:

Damage To Premises Rented To You Limit – Broad Form:	\$2,000,000
Description & Location:	<u>Blanket all locations</u>

- II. The following paragraph, contained within the "Damage To Property" exclusion of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS;**

"Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to **you** for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to **You** as described in Section III – Limits Of Insurance."

Is hereby deleted and replaced by the following:

"Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** to premises, including the contents of such premises, rented to **you**. A separate limit of insurance applies to Damage to Premises Rented to **You** as described in Section III – Limits Of Insurance."

- III. Paragraph "7" of **SECTION III – LIMITS** is deleted and replaced by the following:

7. Subject to 2. and 6. above, the Damage To Premises Rented To You Limit is the most **we** will pay under Coverage A for damages because of **property damage** to any one premises, while rented to you, or occupied by **you**, arising out of direct physical loss or damage from any cause except as hereinafter provided:

- a. Arising out of or resulting from wear, tear, mechanical breakdown, inherent vice, latent defect, gradual deterioration or depreciation, moth, vermin; or by processing of any work upon the property, unless fire or explosion ensues and then only for direct loss or damage caused by such ensuring fire or explosion;

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- b. Arising out of or resulting from corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
- c. Arising out of or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted (except for carriers for hire); or
- d. Arising out of or resulting from:
 - 1. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack; by any government or sovereign power (dejure or defacto) or by any authority maintaining or using military, naval or air forces; by military, naval or air forces; or by any agent of any such government, power, authority or forces;
 - 2. any weapon of war employing atomic fission or radioactive force whether in time of peace or war; or
 - 3. insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband, illegal transportation or trade.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 11

This endorsement, effective **12:01 A.M.**, December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

This Endorsement applies solely between you and us. It does not affect the rights of others under this policy.

I. Payment and Deductible Conditions

- A. We will pay all sums that we become obligated to pay up to our Limit of Insurance under the policy to which this endorsement applies and to those **local underlying policies** issued at our direction or coordinated by us specifically for this insurance program (collectively called the "policies"). Our Limit of Insurance includes, and shall not apply in addition to, any sum that you must reimburse us for damages we have paid.
- B. You must reimburse us up to the Deductible Limit(s) shown in the Schedule for any amounts we have so paid as damages. The Deductible will apply to each **occurrence**, offense, claim or other basis as shown in the Schedule, regardless of the number of persons or organizations who sustain damages because of an **occurrence** or offense or other basis shown in the Schedule.
- C. In addition, you must reimburse us for all **Allocated Loss Adjustment Expense** we pay as Supplementary Payments, according to the election indicated by an "X" below. If no election is indicated, election i. applies.
- ☒ i. All **Allocated Loss Adjustment Expense** up to the Deductible Limit. However, the most you must reimburse us for damages and **Allocated Loss Adjustment Expense** combined shall not exceed the Deductible amount.
- ☐ ii. All **Allocated Loss Adjustment Expense**.
- ☐ iii. A part of **Allocated Loss Adjustment Expense**. That part will be calculated by dividing the smaller of the Deductible or the damages we pay by the damages we pay. If we pay no damages, you must reimburse us for all **Allocated Loss Adjustment Expense** up to the applicable Deductible amount and ___% of all remaining **Allocated Loss Adjustment Expense**.
- ☐ iv. No **Allocated Loss Adjustment Expense**.

ENDORSEMENT NO. 11

This endorsement, effective 12:01 A.M., December 1, 2021
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DEDUCTIBLE COVERAGE ENDORSEMENT
(CONTINUED)

Your obligation to reimburse us for **Allocated Loss Adjustment Expense** applies separately to each occurrence for **bodily injury or property damage**, to each offense for **personal and advertising injury**, or to each other basis shown in the Schedule.

II. Additional Conditions**A. Duty to Reimburse**

1. You must reimburse us in accordance with this endorsement for any payment we make in good faith on behalf of any person or organization insured under any policy to which this endorsement applies.
2. Reimbursement is due and payable within fifteen (15) days of your receipt of an invoice for such reimbursement from us.
3. Each Named Insured is jointly and severally liable for all amounts payable to us under this policy.

B. Right of Offset

You grant us a continuing first priority security interest and right of offset with respect to all premiums, surcharges, dividends, cash, accounts, or funds that are payable to you and are now or may in the future come into our possession. You agree to assist us in any reasonable way to enable us to perfect our interest. You direct us to hold all such sums as collateral for your duty to reimburse us as they may be payable now or may become payable in the future.

C. Defaults and Remedies

1. If any of the following events or circumstances occurs, we may take any reasonable steps necessary to protect our interest:
 - a. you fail to perform any of your duties to us under this policy or any other policy we have issued to you, within five (5) days after its due date;
 - b. your insolvency, or the occurrence of any of the following: the commencement of liquidation or dissolution proceedings; your general failure to pay debts as they become due; general assignment by you for the benefit of creditors; the filing by or against you of any petition, proceeding, case or action under the provisions of the United States Bankruptcy Code or other such law relating to debtor; the appointment of, or the voluntary or involuntary filing for a petition for the appointment of, a receiver, liquidator, rehabilitator, trustee, custodian or similar official to take possession or control of any of your property; or your default on any material outstanding debt not cured within its applicable cure period, if any;

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DEDUCTIBLE COVERAGE ENDORSEMENT
(CONTINUED)

- c. **you** present information to us in connection with this insurance or its financing that is materially inaccurate or incomplete.
2. The steps **we** may take to protect our interest shall include but are not limited to the following. **We** may:
- a. cancel this endorsement or the policies to which this endorsement applies by mailing or delivering written notice to **you** not less than ten (10) days prior to the effective date of such cancellation, stating the day and hour the cancellation is to take effect. Proof of the mailing of such notice to **you** at **your** mailing address shown in the Declarations will be sufficient to prove notice;
 - b. draw upon, liquidate or take ownership of any part or all of the collateral that **we** hold and apply the proceeds thereof to any amount under this or other policies under the terms of which **you** currently do, or in the future may, owe **us** reimbursement of loss or payment of premium, surcharges or credit fees;
 - c. declare immediately due and payable the entire amount which you currently owe **us** and in our estimation will owe **us** in the future as reimbursement of loss or payment of premium, surcharges or credit fees;
 - d. offset any sums that we may owe you against any sums that you owe **us** or in our estimation will owe **us** in the future as reimbursement of loss or payment of premium, surcharges or credit fees under this policy.

D. Recovery From Others

We have **your** rights and the rights of persons entitled to the benefits of this insurance to recover all payments, including those within **your** Deductible amount, from anyone liable for the damages. **You** will do everything necessary to protect those rights for **us** and to help **us** enforce them.

If **we** recover any payment **we** made under this policy from anyone liable for the damages, the amount **we** recover will first be applied to any payments **we** made in excess of the Deductible amount and to our expenses in obtaining the recovery. **We** will apply the remainder of the recovery, if any, to reduce the amount that is reimbursable by **you**.

ENDORSEMENT NO. 11

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By: AIG Insurance Company of Canada

DEDUCTIBLE COVERAGE ENDORSEMENT
(CONTINUED)

III. Additional Definition

Allocated Loss Adjustment Expenses means all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

Allocated Loss Adjustment Expenses shall not include our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated company (ies), with respect to a claim or suit against you.

SCHEDULE**Part 1. POLICIES TO WHICH DEDUCTIBLE APPLIES**

This Endorsement applies to the policy to which this endorsement is attached and to the policies described by country in the table below.

Type of Insurance	Country

Part 2. COVERAGES TO WHICH DEDUCTIBLE APPLIES

The **Deductible Amount of \$10,000** applies on a combined basis to all coverages selected by "X" in the table below, except for such coverages (if any) for which a separate Deductible is shown below.

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This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
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DEDUCTIBLE COVERAGE ENDORSEMENT
(CONTINUED)

Selected	Coverage	Deductible Amount	Per Occurrence	Per Claim
	Bodily Injury - Other than Products or Completed Operations			
	Property Damage - Other than Products or Completed Operations.			
	Bodily Injury - Products or Completed Operations Only			
	Property Damage - Products or Completed Operations Only			
	Personal and Advertising Injury		Each person or organization	
	Employee Benefits Liability		N/A	
X	All Other	\$10,000	X	

As respects this deductible schedule, **occurrence** means each **occurrence** or offense. "Claim" means each person, claim or suit.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 12

This endorsement, effective 12:01 A.M. December 1, 2021
Forms a part of Policy No. GL 41767297
Issued to Hammond Power Solutions Inc.
By AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY INSURANCE PROVIDES CLAIMS MADE COVERAGE
ADDITIONAL DECLARATIONS

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

COVERAGE

Employee Benefits Liability Insurance

LIMIT OF LIABILITY

\$2,000,000. Each Wrongful Act or series of related Wrongful acts.
\$2,000,000. Each Annual Aggregate

DEDUCTIBLE

\$1,000 Each Wrongful Act or series of related Wrongful Acts

No. of Employees As on file with Insurer

Estimated Annual Premium: INCLUDED

INSURING AGREEMENTS

EMPLOYEE BENEFITS LIABILITY

We will pay the **Insured** for those sums which the **Insured** shall become legally obligated to pay as damages because of any claim made against the **Insured** due to any **Wrongful Act** of the **Insured**, or any other person for whose acts the **Insured** is legally liable, in the **Administration** of the **Insured's Employee Benefits Programs**, as defined in the Definitions section of this policy. This insurance applies only if a claim for damages covered by this endorsement is first made against the **Insured** during the policy period. We have the right and duty to defend any suit against the **Insured** seeking damages on account of such negligent act, error or omission, even if any of the allegations of the suit are groundless, false or fraudulent, and we may make such investigation and settlement of any claim or suit as we deem expedient.

DEFINITIONS

DEFINITION OF Insured

With respect to the insurance afforded by this endorsement the unqualified word **Insured** includes the Named Insured, provided that (a) if the Named Insured is designated as an individual, the insurance applies only to the conduct of a business of which he is the sole proprietor and (b) the unqualified word **Insured** also includes the following:

- A. If the Named Insured is or includes a partnership or joint venture, any partner or member thereof by only with respect to his liability as such;

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B. Any executive officer, director or stockholder of the Named **Insured** while acting within the scope of his duties as such;

C. Any employee, provided such employee is authorized to act in the **Administration** of the Named **Insured's Employee Benefits Program**.

DEFINITION OF Employee Benefits Programs

The terms **Employee Benefits Programs**; means (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social benefits, disability benefits, and (b) any other similar employee benefits instituted after the effective date of this endorsement provided we are notified within thirty (30) days after the institution of such benefits.

DEFINITION OF Administration

The unqualified word **Administration** wherever used shall mean:

- A. Giving counsel to employees with respect to the Employee Benefits Programs;
- B. Interpreting the Employee Benefits Programs;
- C. Handling of records in connection with the Employee Benefits Programs;
- D. Effective enrollment, termination or cancellation of employees under the **Employee Benefits Programs**, provided all are acts which are authorized by the Named **Insured**.

DEFINITION OF Wrongful Act

Wrongful Act means any actual or alleged negligent act, error or omission in the **Administration** of the Employee Benefits Plan.

EXCLUSIONS

This endorsement does not apply to:

- 1. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- 2. Bodily injury to or sickness, disease or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- 3. Any claim for failure of performance of contract by an insurer;
- 4. Any claim based upon the **Insured's** failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
- 5. Any claim based upon:

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ENDORSEMENT NO. 12

This endorsement, effective **12:01 A.M.** December 1, 2021
Forms a part of Policy No. **GL 41767297**
Issued to **Hammond Power Solutions Inc.**
By **AIG Insurance Company of Canada**

- A. failure of any investment(s) including but not limited to stock to perform as represented by any **Insured**;
- B. advice given by an **Insured** to an employee to participate in any investment plan including but not limited to stock subscription plans.
6. All sums which the **Insured** shall become legally obligated to pay as loss because of any Breach of Fiduciary Duty (as defined below), or because of any Breach of Fiduciary Duty by any person for which the **Insured** is legally responsible and arising out of the **Insured's** activity as a fiduciary of any Plan covered by this endorsement. The term, **Breach of Fiduciary Duty** shall mean the violation of any of the responsibilities, obligations of duties imposed upon fiduciaries by the EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 or amendments thereto with respect to any Plan covered by this endorsement;
7. Any claim made against the **Insured** based on or attributable to any failure or omission on the part of the **Insured** to effect and maintain insurance or bonding for Plan Property or Assets.

CONDITIONS**LIMITS OF LIABILITY**

Regardless of the number of (a) **Insureds** under this policy (b) persons who sustain damage or (c) claims made or suits brought for such damages; the limit of liability stated in the ADDITIONAL DECLARATIONS of this endorsement as applicable to each **Wrongful Act** or series of related **Wrongful Acts** is the limit of our liability for all claims made on account of any **Wrongful Acts** or series of related acts by this policy for the period of liability stated in the ADDITIONAL DECLARATIONS as **Each Annual Aggregate** is, subject to the above provision, the total limit of our liability for all claims covered during the period this endorsement is in force.

PREMIUM

The premium stated in the ADDITIONAL DECLARATIONS is an estimated premium only. Upon termination of each annual period of this endorsement the **Insured**, on request, will furnish us a statement of the total number of employees at the end of the period. The earned premium shall be computed on the average of the number of employees at the end of the coverage period and that stated in the ADDITIONAL DECLARATIONS. If the earned premium thus computed exceeds the estimated premium paid, the **Insured** shall pay the excess to us; if less, we shall return to the **Insured** the unearned portion paid by such **Insured**.

DEDUCTIBLE

The deductible amount indicated in the ADDITIONAL DECLARATIONS shall be subtracted from the total amount of all sums which we are obligated to pay or incur on behalf of the **Insured** on account of each occurrence as stated in the ADDITIONAL DECLARATIONS. The terms of this endorsement including those with respect to notice of claim or suit and our right to investigate and negotiate any such claim or suit, apply irrespective of the application of the deductible amount.

ENDORSEMENT NO. 12

This endorsement, effective 12:01 A.M. December 1, 2021
Forms a part of Policy No. GL 41767297
Issued to Hammond Power Solutions Inc.
By AIG Insurance Company of Canada

OPTIONAL EXTENDED REPORTING ENDORSEMENT

The coverage under the Employee Benefits Liability Endorsement may end because one of us chooses to cancel it or not renew it. If this is not the result of non-payment of the premium you have the right to buy a reporting endorsement. It extends the time to report covered claims. The claim must first be made against an **Insured** and reported to us within 3 years after the Employee Benefits Liability Endorsement ends and while the reporting endorsement is in affect.

To obtain this reporting endorsement you must request it in writing and pay the additional premium within 30 days after this agreement ends. If we don't receive written notice and payment within this period, you may not exercise this right at a later date.

We'll sell you this endorsement for the additional premium. This additional premium will not exceed 200% of the annual premium for the Employee Benefits Liability Endorsement. Once you pay the premium we can't cancel the endorsement. We will determine the additional premium taking into account the following:

- A. The exposures insured;
- B. Previous types and amounts of insurance;
- C. Limits of Liability available under the Employee Benefit Liability Insurance for future payment of damages; and
- D. Other related factors.

The optional Extended Reporting Endorsement does not reinstate or increase the Limits of Liability applicable to any claim to which The Employee Benefits Liability Endorsement applies.

CONFORMITY WITH STATUTE

Terms of this endorsement which are in conflict with the statute of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

OTHER TERMS OF POLICY

All other conditions, terms and exclusions contained in the policy remain unchanged.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 13

This endorsement, effective 12:01 A.M., December 1, 2021

Forms a part of Policy No.: GL 41767297

Issued to: Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY PART

U. The following exclusion is added to Paragraph 2. Exclusions of **SECTION I—COVERAGES - COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury" or "property damage" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

ENDORSEMENT NO. 13

This endorsement, effective 12:01 A.M., December 1, 2021

Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

B. The following exclusion is added to Paragraph 2., Exclusions of Section I—Coverages - Coverage B—Personal and Advertising Injury Liability:

This insurance does not apply to:

"Personal injury" or "advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" and "advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of the policy are the same.



Authorized Representative

ENDORSEMENT NO. 14

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERISA EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY FORM PART

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

Bodily injury or property damage arising out of any obligation **you** incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof, or any regulation pertaining thereto.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions, is amended to add:

Personal and advertising liability arising out of any obligation **you** incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof, or any regulation pertaining thereto.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 15

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 16

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

OWNED, HIRED AND NON-OWNED AUTO LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE****COVERAGE**

Owned, Hired and Non-Owned Auto Liability

LIMIT OF LIABILITY

\$2,000,000 per accident

A. OWNED, HIRED AND NON-OWNED AUTO LIABILITY COVERAGE

The insurance provided under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** applies to **bodily injury** or **property damage** caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** by **you** or **your employees** in the course of **your business**.

B. EXCLUSIONS

With respect to the coverages provided by this endorsement:

1. The following exclusions do not apply to the coverage provided by this endorsement:

- a. the Nuclear Energy Liability Exclusion Endorsement; and
- b. the exclusions under Paragraph 2., Exclusions, of **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)**, other than exclusions a., b., d., e., h., i., j., o., p., q., r., and s.

2. Exclusion f. under Paragraph 2., Exclusions, of **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is replaced by the following:

Bodily injury or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered **auto**;
- (2) Otherwise in the course of transit by or on behalf of the insured; or
- (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;

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- b. Before the **pollutants** or any property in which the pollutants are contained are moved from the place where they are accepted by the **insured** for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of, or abandoned by the **insured**.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury** or **property damage** does not arise out of the operation of any equipment listed in Paragraphs 13.f(2). and 13.f(3) of the definition of **mobile equipment**.

Paragraphs b. and c. above of this exclusion do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.
3. Furthermore, the coverage provided by this endorsement is limited by and subject to the following exclusions:

This insurance does not apply to:

a. **Bodily injury** to:

- (1) An **employee** of the **insured** arising out of and in the course of:
 - (a) employment by the **insured**; or
 - (b) the performance of duties related to the conduct of the **insured's** business; or
- (2) The spouse, child, parent, brother or sister of the **employee** as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the **insured** may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

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This exclusion does not apply to:

- (1) Liability assumed by the **insured** under an **insured contract**; or
 - (2) **bodily injury** to domestic **employees** not entitled to workers compensation benefits.
 - b. **Property damage** to property owned or being transported by, or rented or loaned to the **insured**.
 - c. **Bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) That the **insured** would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement.
 - d. **Bodily injury** or **property damage** caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** by **you** or **your employees** in the course of your business if such business takes place within the confines of restricted access areas of an airport and its premises, including without limitation airfields, airfield structures, terminals, terminal structures, runways, and hangers. This exclusion does not apply to **accidents** which take place within the areas of an airport or its premises if such areas are open to automobile use by the general public.
 - e. **Bodily injury** or **property damage** arising out of the operation of any equipment listed in sub-parts f.(2). and/or f.(3). of the definition of **mobile equipment**.
 - f. The explosion of any weapon employing atomic fission or fusion; or nuclear reaction or radiation, or radioactive contamination, however caused.
- C. For the purposes of this endorsement only, **WHO IS AN INSURED (SECTION II)** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- 1. **You**;
- 2. Any other person using a covered **auto** with **your** permission;
- 3. Any partner or executive officer of **yours**, but only while a covered **auto** is being used in **your** business; and
- 4. Any other person or organization, but only with respect to their liability because of acts or omission of an insured under 1., 2., or 3. above.

None of the following is an **insured**:

- 1. Any person engaged in the business of his or her employer with respect to **bodily injury** to any co-employee of such person injured in the course of employment;

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2. Any person while employed in or otherwise engaged in performing duties in connection with an **auto business** other than an **auto business** you operate;
3. The owner or lessee (of whom **you** are a sublessee) of a **hired auto** or the owner of a **non-owned auto** or any agent or **employee** of any such owner or lessee; and
4. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. LIMITS OF INSURANCE

1. For the purposes of this endorsement, **Paragraph 2. of SECTION III LIMITS OF INSURANCE** is replaced by the following:

The Master Control Program Aggregate is the most **we** will pay for the sum of damages paid under this policy and any **local underlying policy** except damages because of injury and damage arising out of the maintenance or use of an **owned auto**, **hired auto** or a **non-owned auto**. **You** will reimburse us within thirty (30) days of our request for any payment **we** make under this policy or any local underlying policy for damages or expenses after the Master Control Program aggregate is exhausted.

2. For the purposes of this endorsement only, **Paragraph 3.b. of SECTION III LIMITS OF INSURANCE** is replaced by the following:

Damages under Coverage A and Coverage B, except damages because of injury and damage included in the **products-completed operations hazard** or arising out of the maintenance or use of an **owned auto**, **hired auto** or a **non-owned auto**.

E. ADDITIONAL CONDITION

The insurance provided by this endorsement is subject to the following additional condition:

Warranty and Maintenance of Underlying Insurance

For as long as our policy is in effect, **you** shall procure compulsory automobile liability insurance or local automobile liability insurance (whichever is greater) with limits of liability equivalent to at least **US\$200,000** combined single limit **bodily injury** and **property damage** each **accident**. Whether or not **you** procure such coverage in such amount, the coverage provided by this endorsement shall be excess of and reduced by such amount and shall apply only as if **you** had purchased such coverage in such amount. In no event shall the coverage provided by this endorsement "drop down" and attach lower than as if **you** had purchased such coverage in such amount.

F. DEFINITIONS

The insurance provided by this endorsement is subject to the following additional definitions:

1. **Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury** or **property damage**.
2. **Auto business** means the business or occupation of selling, repairing, servicing, storing or parking autos.

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Issued to: Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

3. **Hired auto** means any **auto you** lease, hire or borrow. This does not include any **auto you** lease hire or borrow from any of your **employees** or members of their households, or from any partner or **executive officer** of yours.
4. **Non-owned auto** means any **auto you** do not own, lease, hire or borrow which is used in connection with your business.
5. **Owned auto** means any **auto you** own including those autos **you** acquire ownership of after the policy begins.

Furthermore, with respect to the coverage provided by this endorsement, the definition of **coverage territory** that is located in the **DEFINITIONS** section of the coverage form to which this endorsement is attached is deleted in its entirety and replaced with the following:

Coverage territory means anywhere in the world, including international waters or airspace, but excluding the United States of America (including its territories and possessions), Puerto Rico, and Canada. Notwithstanding any definition of coverage territory or anything else to the contrary no matter where located, the Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Furthermore, with respect to the coverage provided by this endorsement, the definition of **insured contract** that is located in the **DEFINITIONS** section of the coverage part to which this endorsement is attached is amended by the addition of the following:

Insured contract means that part of any contract or agreement entered into, as part of **your** business, pertaining to the rental or lease, by **you** or any of **your employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates **you** or any of **your employees** to pay for **property damage** to any **auto** rented or leased by **you** or any of **your employees**.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 17

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section V - DEFINITIONS - is amended to add:

Incidental Medical Malpractice Injury means **Bodily Injury** arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service, or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

Section II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for **bodily injury** arising out of **Incidental Medical Malpractice Injury** by any physician, dentist, nurse or other medical practitioner employed or retained by you. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your **employees**. Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of **Incidental Medical Malpractice Injury**.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 18

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to **bodily injury, property damage, personal and advertising injury**, or any other loss, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any **fungus(i), molds(s)**, mildew or yeast, or
- b. Any **spore(s)** or toxins created or produced by or emanating from such **fungus(i), molds(s)**, mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **fungus(i), molds(s)**, mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i), molds(s)**, mildew, yeast, or **spore(s)** or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that **spore(s), property damage, personal and advertising injury**, loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including **mold(s)**, rusts, mildews, smuts, and mushrooms.

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **fungi** that produce molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **fungus(i), mold(s)**, mildew, plants, organisms or microorganisms.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 19

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOCAL POLICY TAX

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

The first Named Insured shown on the Declarations Page of this policy shall pay all local premium taxes, policy stamp taxes, and policy fees due in connection with each **local underlying policy** we or any of our affiliates issue whose premium is included in the Premium shown on the Declarations Page of this policy.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 20

This endorsement, effective 12:01 A.M., December 1, 2021

Forms a part of Policy No.:

GL 41767297

Issued to:

Hammond Power Solutions Inc.

By:

AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - AMENDED

This endorsement modifies insurance provided under the following:
GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subparagraph b. of the Cancellation provision is deleted and replaced by the following:

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) According to the election indicated by an "X" below,

☐ 60 days

☒ 90 days

☐ 120 days

☐ _____ days

before the effective date of cancellation if we cancel for any other reason. (If no election is indicated, or if more than one election is indicated, then "60 days" shall apply.)

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 21

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The insurance does not apply:

A. Under any Liability Coverage, to bodily injury or property damage:

- (1) With respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from hazardous properties of nuclear material, if:

- (1) The **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;
- (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **insured**; or
- (3) The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

2. As used in this endorsement:

hazardous properties includes radioactive, toxic or explosive properties.

nuclear material means **source material**, **special nuclear material** or **by-product material**.

ENDORSEMENT NO. 21

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(CONTINUED)

source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

waste means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

nuclear facility means:

- (a) Any **nuclear reactor**;
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**;
- (c) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

property damage includes all forms of radioactive contamination of property.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

FILED
07-18-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

ENDORSEMENT NO. 22

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE MATTER EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

Any liability for **bodily injury or property damage** arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions, is amended to add:

Arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 23

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICOSIS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

"SECTION I. – COVERAGES", "COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY",
"2. – Exclusions" is amended to add the following exclusion:

Silicosis

Bodily injury or property damage, or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of damages arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

"SECTION I. – COVERAGES", "COVERAGE B. – PERSONAL AND ADVERTISING INJURY LIABILITY", "2. – Exclusions" is amended to add the following exclusion:

Silicosis

Personal and advertising injury or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of damages arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 24

This endorsement, effective 12:01 A.M., December 1, 2021

Forms a part of Policy No.: GL 41767297

Issued to: Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV - Commercial General Liability Conditions, 7. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 25

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract entered into prior to date of loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 26

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTARY COMPENSATION (EMPLOYERS' LIABILITY) EXTENSION

(Applicable to Canadian Employees Only)

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subject to the exclusions of the **EMPLOYERS' BODILY INJURY LIABILITY COVERAGE RIDER** attached to and forming part of this Policy, this insurance is extended as follows:

I. VOLUNTARY COMPENSATION

We shall pay voluntarily the benefits herein set out either to or on behalf of **your Canadian employee** on account of **bodily injury** accidentally suffered by such **Canadian employee** and arising out of and in the course of his or her employment by **you**, whether or not such **bodily injury** could give rise to liability imposed by law upon **you**. This insurance applies only to **bodily injury** arising from an accident which occurs during the policy period. The accident must take place in the **coverage territory**.

Provided always that:

A. if the injured **Canadian employee** or any person claiming by, through or under the injured **Canadian employee** shall refuse to accept the voluntary compensation benefits offered under the provisions of the preceding paragraph, then **we** shall be permitted at any time at **our** discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances **we** will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon or any **suit** is brought against the Named Insured for damages for such injuries, such claim, demand or **suit** shall be considered a refusal to accept such voluntary compensation benefits and such refusal shall abrogate in its entirety the **our** agreement to pay such voluntary compensation benefits. In such event, **our** obligation as expressed in the **EMPLOYERS' BODILY INJURY LIABILITY COVERAGE RIDER** shall be available to the Named Insured and shall be and remain the obligation of the Insurer as fully and completely as if this endorsement had not been written;

B. the benefits herein contained shall not be payable unless at the time of the accident the **Canadian employee** was engaged in duties coming within the scope of the business shown in the "Description of Hazards" contained within the **EMPLOYERS' BODILY INJURY LIABILITY COVERAGE RIDER**;

C. a full legal release of all claims of such **Canadian employee** or any person claiming by, through or under such **Canadian employee**, against the Named Insured is executed and delivered and that any rights of such **Canadian employee** or person against anyone other than the Named Insured be

ENDORSEMENT NO. 26

This endorsement, effective **12:01 A.M.**, December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

subrogated and assigned in full (excluding all services available under any hospital insurance act) to us;

D. we shall in no event be liable hereunder for any claims arising from hernia, however caused;

E. we shall have the right to examine the person of the insured **Canadian employee** when and as often as may be required while the claim is pending and also in the case of death of the injured **Canadian employee** to make an autopsy subject to the law.

II. ADDITIONAL DEFINITION

Solely for the purposes of this endorsement, the term **weekly indemnity** shall mean two-thirds of the **Canadian employee's** weekly wage at the date of the accident, but not exceeding in any event the amount per week for this Form as shown on the "Schedule of Incapacities".

III. SCHEDULE OF BENEFITS**A. Part 1 - Loss of Life**

In the event of death resulting from such **bodily injury** within a period of twenty-six (26) weeks after the date of the accident, we will pay:

1. to dependents of the said **Canadian employee** who were wholly dependent upon the said employee, an amount equal to one hundred (100) times the weekly indemnity in addition to the benefits provided under **Part 2** up to the date of death.

2. the actual funeral expenses not exceeding, however, the sum of one hundred and twenty-five dollars (\$125.00).

B. Part 2 - Temporary Total Disability

If such **bodily injury** shall within fourteen (14) days from the date of the accident totally and continuously disable the **Canadian employee** and prevent the employee from performing any and every duty pertaining to any occupation or employment, we will pay weekly indemnity for the period of such disability or for twenty-six (26) weeks whichever is the lesser period. Provided however, that if the period of such disability is less than six (6) weeks, no benefit under this part shall be payable for the first seven (7) days of such disability.

C. Part 3 - Permanent Total Disability

If within twenty-six (26) weeks from the date of the accident and as a direct result of such **bodily injury** the **Canadian employee** shall be deemed permanently and totally disabled and prevented from performing any and every duty pertaining to any occupation or employment, by medical evidence satisfactory to us, we will pay, in addition to the benefits provided under **Part 2**, **weekly indemnity** for a further period of one hundred (100) weeks.

D. Part 4 - Dismemberment Benefits

1. If such **bodily injury** shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the "Schedule of

ENDORSEMENT NO. 26

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

Incapacities" we will pay weekly indemnity for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Part 2, but in no event shall it be payable in addition to the benefits provided by Parts 1 and 3.

2. The total amount payable under this part for one or more incapacities shall not exceed one hundred (100) times the **weekly indemnity**.

3. The Schedule Of Incapacities includes the loss or total irrecoverable loss of use of (Number of weeks applicable is shown following description of incapacity):

a. Division A**(1) Arm**

(a) at or above elbow - one hundred (100) weeks; or

(b) below elbow - eighty (80) weeks; or

(2) Hand at wrist - eighty (80) weeks; or**(3) Thumb***

(a) at or above the second phalangeal joint - twenty-five (25) weeks; or

(b) below the second phalangeal joint, involving a portion of the second phalange - eighteen (18) weeks; or

(4) Index finger

(a) at or above the second phalangeal joint - twenty-five (25) weeks; or

(b) at or above the third phalangeal joint - eighteen (18) weeks; or
(c) below the third phalangeal joint, involving a portion of the third phalange - twelve (12) weeks; or

(5) Any other finger

(a) at or above the second phalangeal joint - fifteen (15) weeks; or

(b) at or above the third phalangeal joint - eight (8) weeks; or
(c) below the third phalangeal joint, involving a portion of the third phalange - five (5) weeks.

Note: For a combination of two or more of the incapacities marked with an *, the total amount payable under this division shall not exceed eighty (80) times the weekly indemnity.

b. Division B**(1) Leg**

(a) at or above knee - one hundred (100) weeks; or

(b) below knee - seventy-five (75) weeks; or

(2) Foot at ankle - seventy-five (75) weeks; or**(3) Great Toe**

(a) at or above the second phalangeal joint - fifteen weeks (15) weeks; or

(b) below the second phalangeal joint, involving a portion of the second phalange - eight (8) weeks; or

ENDORSEMENT NO. 26

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

- (4) Any other Toe
(a) at or above the second phalangeal joint - ten (10) weeks; or
(b) at or above the third phalangeal joint - five (5) weeks; or
(c) below the third phalangeal joint, involving a portion of the third phalange - three (3) weeks.

Note: For a combination of two or more of the incapacities marked with an *, the total amount payable under this division shall not exceed thirty-five (35) times the weekly indemnity.

c. Division C

- (1) One eye - fifty (50) weeks; or
(2) Both eyes - one hundred (100) weeks.

d. Division D

- (1) Hearing of one ear - twenty-five (25) weeks; or
(2) Hearing of both ears - one hundred (100) weeks.

E. Part 5 - Medical, Surgical, Hospital, etc. Expenses

If such **bodily injury** shall necessitate medical or surgical treatment or confinement to hospital, **we** will pay in addition to all other benefits provided in this Endorsement:

1. the cost of the necessary medical, surgical, pharmaceutical and hospital services in accordance with the scale of charges provided by the worker's compensation commission of the province in which the accident occurred, incurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition,
2. the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

Our liability shall be limited to that portion of all such expenses incurred by or on behalf of the injured **Canadian employee**, the payment of which is not prohibited by law.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 27

This endorsement, effective 12:01 A.M., December 1, 2021

Forms a part of Policy No.: GL 41767297

Issued to: Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

**EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH SENDING, TRANSMITTING OR
COMMUNICATING ANY MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

This insurance does not apply to any loss, injury, damage, claim, suit, cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that includes, addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

To the extent any coverage may otherwise be available under this Policy, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.



Authorized Representative



Issued to: Hammond Power Solutions Inc	Effective Date of Change: Year Month Day 2020 11 01	Policy Number: GL 41767297
Issued by: AIG Insurance Company of Canada	Endorsement #: 28	

S.E.F. No. 94

LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES ENDORSEMENT
(for attachment only to a Non-owned Policy S.P.F. No. 6)

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection of the Insuring Agreement hereof for which a premium is stated and no other.

SECTION B – LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

Subsection 1 – ALL PERILS - from all perils;

Subsection 2 – COLLISION OR UPSET - caused by collision with another object or by upset;

Subsection 3 – COMPREHENSIVE - from any peril other than by collision with another object or by upset; The words "another object" as used in this subsection shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon. Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this subsection 3.

Subsection 4 – SPECIFIED PERILS - caused by fire, lightning, theft or attempt thereof, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection hereof.

TWO OR MORE AUTOMOBILES

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this insuring agreement.

EXCLUSION

The Insurer shall not be liable

- (1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- (2) under any subsection hereof for loss or damage
 - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
 - (b) to any automobile while being used without the consent of the owner thereof; or
 - (c) caused directly or indirectly by contamination by radioactive material; or
 - (d) to contents of trailers or to rugs or robes; or
 - (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
 - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - (g) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
- (3) under subsections 3 (Comprehensive) 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

ADDITIONAL AGREEMENT

The Insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the Insured is legally liable.

SUBSECTION	LIMITS AND AMOUNTS	TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	ADVANCE PREMIUM
1. All Perils	\$75,000 (exclusive of interests and costs) any one accident \$ 1,000 Amount deductible	AS KNOWN TO THE INSURER	\$ INCLUDED	\$INCLUDED	\$INCLUDED
2. Collision or Upset	\$ N/A (exclusive of interests and costs) any one accident \$ N/A Amount deductible	\$N/A	\$N/A	\$N/A	\$N/A
3. Comprehensive	\$ N/A (exclusive of interests and costs) any one accident \$ N/A Amount deductible	\$N/A	\$N/A	\$N/A	\$ N/A
4. Specified Perils	\$ N/A (exclusive of interests and costs) any one accident \$ N/A Amount deductible	\$N/A	\$ N/A	\$N/A	\$N/A
Minimum Retained Premium	\$INCLUDED			Total \$INCLUDED	

The advance premiums for this endorsement are subject to adjustment in the same manner as those stated under Item 5 of the application.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

ENDORSEMENT No. 29

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

S.E.F. NO. 96
CONTRACTUAL LIABILITY ENDORSEMENT
(for attachment only to a Non-owned Policy S.P.F. No. 6)

In consideration of a premium of ~~\$~~**INCLUDED**, it is understood and agreed that exclusion (c) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

- (c) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

Date(s) of Contract(s)	Name(s) of Other Contracting Party or Parties
ALL CONTRACTS IN FORCE DURING THE POLICY PERIOD	ALL PARTIES WITH WHOM THE NAMED INSURED CONTRACTS

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

AIG Insurance Company of Canada
61622 (01/69)



Issued to: Hammond Power Solutions Inc.	Effective Date of Change: <table><tr><td>Year</td><td>Month</td><td>Day</td></tr><tr><td>2020</td><td>11</td><td>01</td></tr></table>	Year	Month	Day	2020	11	01	Policy Number: GL 41767297
Year	Month	Day						
2020	11	01						
Issued by: AIG Insurance Company of Canada		Endorsement #: 30						

S.E.F. No. 99
EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT
(for attachment only to a Non-owned Policy S.P.F. No. 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of General Provisions and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobile" as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured	Date
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Issued to: Hammond Power Solutions Inc.	Effective Date of Change: <table><tr><td>Year</td><td>Month</td><td>Day</td></tr><tr><td>2020</td><td>11</td><td>01</td></tr></table>	Year	Month	Day	2020	11	01	Policy Number: GL 41767297
Year	Month	Day						
2020	11	01						
Issued by: AIG Insurance Company of Canada	Endorsement #: 31							

O.E.F. 98B
REDUCTION OF COVERAGE FOR LESSEES OR
DRIVERS OF LEASED VEHICLES ENDORSEMENT
(for attachment only to the Standard Non-Owned Auto Policy S.P.F. No. 6)

1. Purpose of this endorsement:

This endorsement alters the coverage provided by this policy with respect to claims in Ontario for loss or damage arising directly or indirectly from the use of operation of a motor vehicle that is leased.

2. How the policy coverage is changed:

- The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application, leases an automobile for a period of not more than 30 days in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).
- The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured.
- Underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease and lessee are used as equivalent to rented, rent and renter.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured	Date
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Issued to: Hammond Power Solutions Inc.	Effective Date of Change: Year Month Day 2020 11 01	Policy Number: GL 41767297
Issued by: AIG Insurance Company of Canada		Endorsement #: 32

ENDORSEMENT MODIFYING THE DATE OF TERMINATION

(a non-standard endorsement approved for use in Ontario –
applicable to SPF No. 6 Standard Non-Owned Automobile Policy)

Purpose of this Change

This endorsement modifies certain provisions of your policy. At your request, we have agreed that the date of termination as provided for in the Insuring Agreement referring to Statutory Conditions is amended as written below.

1. What has Changed

a. Statutory Conditions - Termination, subsection 11.(1.1) is amended to read:

(1.1) If the insurer gives a notice of termination under sub condition (1) for a reason other than non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract or if the insurer gives a notice of termination in accordance with sub condition (1.7), the notice of termination shall terminate the contract no earlier than,

- a. the 90th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or
- b. the 15th day after the insurer gives the notice, if the insurer gives the notice by personal delivery.

b. Statutory Conditions - Termination, subsection 11.(1.2) is amended to read:

(1.2) Subject to subcondition (1.7), if the insurer gives a notice of termination under subcondition (1) for the reason of non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract the notice of termination shall comply with subcondition (1.3) and shall specify a day for the termination of the contract that is no earlier than,

- a. the 30th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or
- b. the 10th day after the insurer gives the notice, if the insurer gives the notice by personal delivery.

Date of signature

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of your policy shall have full force and effect.



**CUSTOMER ADVISORY
REGARDING THE ENFORCEMENT OF
ECONOMIC EMBARGOES AND TRADE SANCTIONS**

This Trade Sanction Advisory is part of **AIG Insurance Company of Canada** comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

POTENTIAL ACTIONS BY US

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.

AIG INSURANCE COMPANY OF CANADA

PRIVACY PRINCIPLES

AIG and Individual Privacy

We at AIG Insurance Company of Canada (referred to as “AIG”, “we”, “our”, or “us”) abide by these *Privacy Principles* and want you, our applicants, policyholders, insureds, claimants, and any other individuals who provide us with personal information (referred to as “Customers” or “you”), to be aware of how and why we handle personal information. We work hard to respect and maintain your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information are fundamental to the products and services we provide.

As a worldwide leader in the delivery of insurance products and other services, the member companies of American International Group, Inc. (“AIG Companies”) offer numerous products and services to many types of consumers and clients in many different countries around the world. Therefore, differing AIG Companies may adopt differing privacy practices to fit their own jurisdiction and business requirements. The AIG Companies Privacy Policy, located at www.aig.com, may also be applicable to our Customers as we conduct our business.

For the purposes of these *Privacy Principles* personal information means information about an identifiable individual. For example: an individual’s name, birth date, address, age, health and financial information is personal information which AIG may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business.

1. Consent and Personal Information

AIG obtains consent for the collection, use, and disclosure of personal information, except where consent is not required by law. AIG does not obtain your consent for the collection, use and disclosure of business contact information. By applying for or purchasing AIG’s products and services, you are providing your consent to our collection, use, and disclosure of your personal information as set out in these *Privacy Principles*. AIG relies on the broker’s advice where the insurance broker tells AIG that we have a Customer’s consent to collect information.

Consent may be obtained by AIG and its affiliated companies directly or through a broker or agent, an insurance adjuster, claims administrator, investigator, or lawyer when personal information is collected for claims purposes.

An individual may decline to consent, or revoke consent, to the collection and use of personal information for insurance purposes but in that case, insurance products and related services and the assessment of applications, claims or complaints may be limited or terminated.

2. Collecting Personal Information

We may collect information directly from the individual concerned on applications for insurance and through direct interactions with us, including via AIG websites, software applications made available by us for use on or through computers and mobile devices (the “Apps”), our social media pages set forth in the links in the footer on AIG.com and other means (for example, from your application and claim forms, telephone calls, e-mails and other communications with us, as well as from claim investigators, medical professionals, witnesses or other third parties involved in our business dealings with you). We also collect

information from various third party sources such as: insurance brokers, adjusters, other insurance intermediaries, third party administrators, government, industry associations, and other entities that have information about you. For instance, we may obtain your driving record, claims history and/or credit history, where permitted by law, to assist us in underwriting your application for insurance. We and our service providers may supplement the personal information we collect with information from other sources, such as publicly available information from social media services, commercially available sources and information from our affiliates or business partners. This information from third parties is subject to the privacy policies under which the information was collected.

3. Using Personal Information

Personal information is typically collected and used by us for insurance purposes such as: assessing risk, processing applications for insurance coverage, establishing rates, administering insurance products, developing and improving insurance products and services and other services, including actuarial and pricing tools and risk engineering, risk management and loss prevention programs for our insurance clients, claim assessment, processing and settlement, and, where applicable, managing claim disputes. AIG also uses personal information to detect and prevent fraud, compile statistics, verify and provide information to insurance industry associations, report to regulatory or industry entities in accordance with laws and prudent insurance industry practices, and conduct market research. This may also include collecting and disclosing personal information about third parties with respect to claims made against AIG Customers.

4. Use of Personal information for Marketing Purposes

AIG may collect and use personal information for marketing purposes, such as identifying and communicating with individuals who are most likely to find AIG products and services of interest. AIG may also disclose personal information to our affiliates to use for marketing purposes to offer you their products and services, which may be of interest to you. You may opt not to have us, or alternatively not to have our affiliates, collect, use or disclose personal information for marketing purposes in which case we and our affiliates will not use or disclose personal information for marketing purposes. Offers of upgraded or additional coverage, special offers and promotional mailings, and offers of additional products and services from our affiliates will not be sent by us or our affiliates. As an AIG customer, if you have not opted out of receiving marketing communications, you may receive marketing emails regarding AIG products and services. Each marketing email will include an unsubscribe mechanism, available for you at any time to remove your consent.

5. Accuracy of Your Personal Information

AIG maintains procedures to ensure that the information we collect and use is accurate, up-to-date, and as complete as possible. However, we rely on individuals to disclose all material information to us and to inform us of any changes required. With proof of your identity, a request to access or correct your personal information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called *"Contacting the Privacy Officer"*.

6. Safeguarding Your Information

We apply appropriate safeguards to our computer networks and physical files and we restrict access to personal information to those AIG employees, authorized administrators, reinsurers, consultants or insurance representatives who need to know that information in order to underwrite, adjudicate or administer insurance products and services.

7. Disclosure of Personal Information

Personal information is sought and exchanged with both affiliated and unaffiliated insurance companies, reinsurers, insurance and reinsurance brokers and other intermediaries and agents, appointed

representatives, distributors, financial institutions and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim, to the extent necessary for statistical purposes or to assess and rate a specific risk, determine the status of coverage, and investigate, administer and provide updates regarding claims. We also share information to combat fraud; where permitted or required by law; or, at the request of government institutions in accordance with applicable law.

AIG sometimes retains an affiliated company or an independent third party, reinsurer or a technology service provider ("Authorized Administrator") to perform on our behalf, certain functions in support of the products and services we provide. Such functions could include the underwriting, offering or administering of AIG insurance products and services or any related claims. Accordingly, in certain instances these affiliates or third parties require your personal information to the extent that it is necessary in the performance of those specific reinsurance, underwriting, marketing, consulting, administrative, analytical, rehabilitative, claims, investigation, reporting or related services. AIG obligates these affiliates and third parties to use and take steps to protect personal information in accordance with the requirements of these *Privacy Principles*.

Some Authorized Administrators may be located outside of Canada, in the United States of America or another foreign jurisdiction outside of Canada. When this occurs, the collection, use and disclosure of personal information will be subject to the laws of the jurisdiction in which it is situated. By communicating personal information to us, applying for and/or acquiring the products and services of AIG, you hereby consent to the authorized administrators located outside of Canada accessing, processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction. If you would like to obtain more information about our use of Authorized Administrators or any other service providers located outside of Canada, please contact the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*".

AIG may transfer your personal information as an asset in connection with any contemplated or actual sale, merger or other disposal of all or part of our business or assets, or as part of a corporate reorganization or other change in corporate control, including for the purposes of determining whether to proceed with such transaction or fulfilling any records or other reporting requirements to such parties. In such circumstances, we will ensure that any transfer of personal information is subject to applicable law and reasonable data protection security, confidentiality and usage protocols and restrictions.

8. Retention and Access to Your Personal Information

We retain personal information for the purposes described in these *Privacy Principles* but only for so long as is necessary. Personal information is stored at one of our offices in Canada or at a location of one of our affiliates in the United States or another foreign country, as required and defined under "*Disclosure of Personal Information*" above. Access to your personal information is limited to our employees, agents, insurance intermediaries, Authorized Administrators and service providers who need access in order to perform their job or provide services. Given the nature of insurance and our on-going exposure to potential claims, where necessary, and when legally required, some of the information we collect for insurance purposes is kept indefinitely.

With proof of your identity, a request to access information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*". The right to access information is not absolute. Therefore AIG may decline access to information that we have under our control, subject to any legal restrictions or rights of refusal by AIG. Such instances may be as follows:

- the information is subject to solicitor/client privilege;
- the information would reveal personal information about a third party;

- the information could compromise the investigation of a claim; or
- the information is confidential commercial information.

We may charge a reasonable fee in advance for copying and sending information you have requested and to which you have a right of access.

9. Contacting the Privacy Officer

Request for further information, personal information access or any concerns about how we handle your information with AIG should be referred to our Privacy Officer, as follows:

Privacy Officer
AIG Insurance Company of Canada
120 Bremner Blvd.
Suite 2200
Toronto, ON
Canada M5J 0A8
Or at the following e-mail address: AIGCanadaOmbudsman@aig.com
Or you may call us toll free: 1-800-387-4481

10. Internet Privacy Practices

We may collect your information through AIG websites or mobile applications. All personal information collected through our websites and mobile applications are subject to these *Privacy Principles*.

We may collect other information (“**Other Information**”) through our websites or mobile applications that does not reveal your specific identity. Other Information includes but is not limited to:

- browser information;
- information collected through cookies, pixel tags, and other technologies;
- demographic information and other similar information provided by you
- information about your physical location; and
- aggregated information.

We and our third party service providers may collect Other Information in a variety of ways, including the following:

- **Through your internet browser:** Certain information is collected by most websites, such as your IP address (that is, your computer’s address on the internet), screen resolution, operating system type (Windows or Mac) and version, internet browser type and version, time of the visit and the page or pages visited. We use this information for purposes such as calculating our website usage levels, helping diagnose server problems, and administering our website.
- **Using cookies:** Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent on our website, pages visited, and language preferences. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while visiting our website, or to gather statistical information about the usage of our website. Cookies further allow us to

present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

One of the advertisement companies that we use is Google, Inc., trading as DoubleClick. To opt out of the DoubleClick advertisement cookie please visit: <http://www.google.com/intl/en/policies/privacy/#infochoices>. You can refuse to accept other cookies we use by adjusting your browser settings. However, if you do not accept these cookies, you may experience some inconvenience in your use of our website and some online products.

- **Using pixel tags, web beacons, clear GIFs or other similar technologies:** These may be used in connection with some of our website pages and HTML-formatted e-mail messages to, among other things, track the actions of our website users and e-mail recipients, measure the success of our marketing campaigns, and compile statistics about our website usage and response rates.

We use Adobe's Omniture analytics service, which uses cookies and web beacons, to help us understand more about how our website is used by consumers so we can continue to improve it. Adobe does not have the right to use the information we provide to it beyond what is necessary to assist us. For more information on Adobe's Omniture service, including how to opt-out of it, please visit:

<http://www.adobe.com/privacy/policy.html#info-manage>.

- **From you:** Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with personal information, this information does not identify you personally.
- **Using your physical location:** We may collect the physical location of your device by, for example, using satellite, cell phone tower or WiFi signals. We may use your device's physical location to provide you with personalized location-based services and content, for example, to provide location based reminders or offers when using Apps. We may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content. In addition, we may obtain the precise geolocation of your device when you use our mobile applications for purposes of providing travel or other assistance services to our clients who are enrolled in such services. In connection with providing travel or other assistance services, we may share your device's precise geolocation information with our clients and other entities with whom we work. You may opt-out of our collection and sharing of precise geolocation information by deleting the mobile application from your device, by disallowing the mobile application to access location services through the permission system used by your device's operating system, or by following any additional opt-out instructions provided in the privacy notice available within the mobile application.

- **By aggregating information:** We may share non-personally identifiable information collected from you and from through the use of our Apps with our third party service providers in an anonymous and aggregate form for data analytics use and to ensure you receive a better consumer experience, in order to improve and modify our products and services.

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as personal information under applicable law, then, in addition to the uses listed in this “*Website Privacy Practices*” section, we may use and disclose Other Information for all the purposes for which we use and disclose personal information.

11. Third Party Websites

These *Privacy Principles* do not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any website to which our website contains a link. The inclusion of a link on our website does not imply endorsement of the linked site by us or by our group companies.

12. Use of Site by Minors

Our website is not directed to individuals under the age of 18, and we request that these individuals do not provide Personal Information through our website.

13. Changes to these Privacy Principles

AIG Canada reserves the right to modify these *Privacy Principles* from time to time. If these *Privacy Principles* change materially, we will take reasonable measures to notify you, including posting a copy of the revised *Privacy Principles* to our website. Accordingly, we recommend that you review our current *Privacy Principles* from time to time at Aig.ca.

FORMS SCHEDULE

Named Insured: Hammond Power Solutions Inc.
Policy Number: GL 41767297
Effective 12:01 AM: December 1, 2021

End't. No.	Form Name	Form Number/ Edition Date	
	Global Commercial General Liability Declarations (Occurrence)	WS0076	(011/17)
	Global Commercial General Liability Coverage Form (Occurrence)	WS0077	(07/09)
	S.P.F. No. 6 - Standard Non-Owned Automobile;	61602R	(10/80)
	Statutory Conditions	RM1142	(06/18)
1	Absolute Lead Exclusion	80983	(05/10)
2	Access or Disclosure of Confidential or Personal Information Exclusion	CIC7886	(10/19)
3	Employers' bodily Injury Liability Coverage (Canadian Employees Only)	MLA0317	(03/18)
4	Additional Insured - Where Required Under Contract or Agreement	78970	(05/10)
5	Additional Insured - Vendors	78967	(05/10)
6	Amendment of duties in the event of occurrence, event, claim or suit	78974	(02/04)
7	Aircraft Products Exclusion & Grounding Endorsement	78971	(05/10)
8	Broad Form Named Insured Endorsement	80971	(05/10)
9	Broad Form Products Coverage	MLA0410	(11/18)
10	Damage to Premises Rented to You – Broad Form	WS0079	(01/06)
11	Communicable Disease Exclusion	CIC7943	(02/21)
12	Deductible Endorsement (Premises Rented by you in Canada)	80972	(05/10)
13	Employee Benefits Liability – Claims Made	78990	(05/10)
14	Employment-Related Practices Exclusion	WS1376 CDA	(06/09)
15	Erisa Exclusion	78991	(05/10)
16	Exclusion – Engineers, Architects or Surveyors Professional Liability	79007	(05/10)
17	Foreign Automobile Liability Insurance – Owned, Hired and Non-Owned Auto Liability	79056	(07/18)
18	Incidental Medical Malpractice Extension	79040	(05/10)
19	Fungus Exclusion	78689WS	(05/10)
20	Local Policy Tax	83773	(05/10)
21	Notice of Cancellation – Amended to 90 Days Except 10 Days For Non-Payment	84276	(05/10)
22	Nuclear Liability Exclusion Endorsement	80986	(05/10)
23	Perfluorinated Compounds or Per and Polyfluoroalkyl Substances (PFAS)	CIC7946	02/21
24	Radioactive Matter Exclusion	80991	(05/10)
25	Silicosis Exclusion	64003WS	(02/04)
26	Unintentional Errors & Omissions	79075	(05/10)
27	Waiver of Transfer of Rights of Recovery Against Others to Us	79121	(05/10)
28	Voluntary Compensation (Employers' Liability) Extension – Canada only	WS0081	(01/06)
29	Exclusion – Violation of Statutes	WS1589	(02/10)
30	S.E.F. NO. 94 – Legal Liability For Damage To Hired Automobiles Endorsement	61618	(03/80)
31	S.E.F. NO. 96 - Contractual Liability Endorsement	61622	(01/69)
32	S.E.F. NO 99 - Excluding Long Term Leased Vehicles	61628	(01/69)
33	OEF NO 98B Reduction of Coverage For Lessees Or Drivers Of Leased Vehicles Endorsement	67698	(01/08)
34	Endorsement Modifying Date of Termination SPF 6	AIG00105	(01/17)

CIFMSC
CI0226

ENDORSEMENT NO. 1

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any **bodily injury, property damage, personal and advertising injury**, or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 2

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

**EXCLUSION- ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA RELATED LIABILITY ENDORSEMENT**
FORM CIC7886 10-2019

This endorsement modifies insurance provided by the policy:

IT IS AGREED AND UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS EXCLUSION WILL SUPERSEDE.

- A. The following exclusion is added to the policy and supersedes any similar exclusion included in the policy or by endorsement:

Access or Disclosure of Confidential or Personal Information; Electronic Data

This insurance does not apply to any liability arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described above.

- B. For the purpose of this endorsement, the following definition applies:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

If the policy to which this endorsement is attached uses boldface terms for defined terms, then the quotation marks above shall be treated as if such terms were contained within boldface terms.

All other terms, conditions and exclusions of the policy remain unchanged.



Date

AIG Insurance Company of Canada

ENDORSEMENT NO. 3

This endorsement, effective 12:01 A.M., December 1, 2021
 Forms a part of Policy No.: GL 41767297
 Issued to: Hammond Power Solutions Inc.
 By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' BODILY INJURY LIABILITY COVERAGE RIDER

(Applicable to Canadian Employees Only)

Form MLA0317 03-2018

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

The limit of our liability shall be as stated herein, subject to all the terms of this Policy.

Coverages	Limits of Liability	Advance Premium
Employers' Bodily Injury Liability	\$2,000,000 each person \$2,000,000 each accident	\$ Included
Minimum Premium \$	Total Advance Premium	\$ Included

Description of Hazards	Premium Bases	Rates		Advance Premium	
		B.I.		B.I.	
All operations necessary and commonly incidental to the business or work herein described:	a) Remuneration b)	a) Per \$1,000. b)			
As known to the Insurer.				Included	Included

I. INSURING AGREEMENTS
COVERAGE D - EMPLOYERS' BODILY INJURY LIABILITY

Notwithstanding the "Employer's Liability" exclusion contained in **SECTION I** of the policy, **we** will pay those sums that the insured shall become legally obligated to pay as damages because of **bodily injury** sustained by **your Canadian employee** arising out of and in the course of his or her employment by **you** in the operations described in the Schedule hereof. No other obligations or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**. This insurance applies only to **bodily injury** which occurs during the policy period. The **bodily injury** must be caused by an **occurrence**. The **occurrence** must take place in the United States of America, its territories and possessions, Puerto Rico or Canada only.

ENDORSEMENT NO. 3

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

We will have the right and duty to defend any suit seeking those damages but:

- A. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**;
- B. We may investigate and settle and claim or suit at our discretion; and
- C. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B, D** or medical expenses under **COVERAGE C**.

II. EXCLUSIONS

For the purposes of this endorsement, the insurance provided under this **COVERAGE D** does not apply to:

- A. Liability assumed by you under any contract or agreement;
- B. **Bodily injury** arising out of the ownership, use, or operation of any aircraft by or on behalf of you;
- C. Any obligation for which you or your insurer may be held liable under any workmen's compensation law;
- D. **Bodily injury** resulting from the acts or omissions of, or **bodily injury** sustained by, any person employed by you in violation of the law as to age;
- E. **Bodily injury** arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations;
- F. **Bodily injury** due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- G. Nuclear Energy Liability.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons who sustain **bodily injury** or (3) claims made or suits brought on account of **bodily injury**, our liability is limited as follows:

- 1. **Limits of Liability** The limit of **bodily injury** liability stated in the Schedule as applicable to **Coverage D** "each person" is the limit of our liability for all damages, including damages for care and loss of services, arising out of **bodily injury** sustained by one person in any one **occurrence**; the limit of such liability stated in the schedule as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of our liability for all damages, including damages for care and loss of services, arising out of **bodily injury** sustained by two or more persons in any one **occurrence**, or series of **occurrences** arising out of one event.

IV. DESCRIPTION OF TERM USED FOR PREMIUM BASIS

Remuneration means the total earnings during the policy period, not exceeding \$5,000.00 in any one policy year or \$100.00 each week in any one policy year, for each owner, partner, executive officer or employee.

ENDORSEMENT NO. 3

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

V. ADDITIONAL DEFINITION

Canadian employee means:

1. Citizens of Canada, wherever hired by **you**; or
2. Non-Canadian citizen(s) whose contract of hire with **you** was entered into in Canada.

All other terms, conditions, and exclusions shall remain the same.

Date



AIG Insurance Company of Canada

ENDORSEMENT NO. 4

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT
OR AGREEMENT**

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Who is an Insured (Section II) is amended to add any person(s) or Organization(s) you are obligated to include as an additional insured under this policy as a result of any contract or agreement, but only with respect to liability arising out of your operations or premises owned by or rented to you. The insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 5

This endorsement, effective **12:01 A.M.**, December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:
GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Vendor): ALL

Your Products: ALL

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to **bodily injury or property damage** arising out of **your products** shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement, provided that this exclusion does not apply to liability for damages that the vendor would have in the absence of such contract or agreement;
 - b. Any express warranty unauthorized by **you**;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

ENDORSEMENT NO. 5

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

- g. Products which, after distribution or sale by **you**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. **Bodily injury or property damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, provided that this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d or f; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom **you** have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 6

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT (BROAD FORM)

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. For policies issued with a Self-Insured Retention Endorsement, **Section IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a.** is amended to read:

a. You must see to it that we are notified as soon as practicable of any **occurrence** or any offense which may result in a claim. Knowledge of an **occurrence** or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you, unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice. To the extent possible notice should include:

- (1) How, when and where the **occurrence** or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **occurrence** or offense, including but not limited to:
 - (a) a fatality;
 - (b) paralysis of any part of the body;
 - (c) a major extremity or multiple minor extremity amputations;
 - (d) a brain or brain stem injury;
 - (e) severe burns or disfigurement;
 - (f) partial or total blindness;
 - (g) loss or impairment of hearing;
 - (h) a heart attack;
 - (i) reserves that exceed 50% of the **retained limit**.

As respects the above categories, You must provide us with any and all additional information, material and/or data, subsequent to the original notice, as it becomes available.

- II. **Section IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit**, is also amended to add:

Notice hereunder will be forwarded in writing to (check one):

- | | | |
|--|---|--|
| <input type="checkbox"/> WorldSource Claims Manager
80 Pine Street, 11 th Floor
New York, NY 10005
Fax (212) 968-1796 | <input checked="" type="checkbox"/> WorldSource Claims Manager
8144 Walnut Hill Lane, Ste. 1700
Dallas, TX 75231
Fax (214) 932-2208 | <input type="checkbox"/> WorldSource Claims Manager
121 Spear Street, 5 th Floor
San Francisco, CA 94105
Fax (415) 836-3145 |
|--|---|--|

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 7

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT PRODUCTS EXCLUSION AND GROUNDING ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I. - COVERAGES, COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to add the following exclusion:

Aircraft Products and Grounding: Bodily injury or property damage, arising out of aircraft products-completed operations hazard or reliance upon any representations or warranties made with respect to aircraft products-completed operations hazard, nor to any bodily injury or property damage arising out of the grounding of any aircraft.

SECTION V. - DEFINITIONS, 18. – PRODUCTS-COMPLETED OPERATIONS HAZARD, is amended to add the following paragraph:

Aircraft products-completed operations hazard, includes all bodily injury and property damage occurring away from premises you own or rent and arising out of your product or your work, including services and labor performed by you, or on your behalf, in connection with aircraft, including missiles, space craft, as well as the ground support or control equipment used therewith, and any goods or products manufactured, sold, handled or distributed by you or your predecessor companies, as well as any services provided or recommended by you or your predecessor companies, for use in the manufacture, repair, operation, maintenance or use of any aircraft. Also included are any articles furnished by you and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including ground handling tools and equipment, as well as training aids, instruction manuals, blueprints, engineering or other data, engineering or other advice, and labor relating to such aircraft or articles, except:

- (1) Products that are still in your physical possession; or**
- (2) Work that has not yet been completed or abandoned.**

SECTION V. - DEFINITIONS, is amended with the addition of the following definitions:

Grounding means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by you or manufactured, assembled or processed by any other person or organization according to your specifications, plans, suggestions, orders or drawings or with tools machinery or other equipment furnished to such persons or organizations by you, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A grounding will be deemed to commence on the date of an occurrence which

ENDORSEMENT NO. 7

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Forms a part of Policy No.: GL 41767297
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discloses such condition or on the date an **aircraft** is first withdrawn from service on account of such condition, whichever occurs first.

Aircraft means a vehicle designed to be used primarily in the air and to be supported by the dynamic reaction of the air upon the vehicle's wings or rotorblades, and/or by the vehicle's buoyancy in the air. The term **aircraft**, however, excludes missiles, spacecraft and the ground support or control equipment used therewith.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 8

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NAMED INSURED

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Declarations, Named Insured, is revised to include:

Named Insured means the person or organization first named as the Named Insured on the Declarations Page of this policy (the first named insured). Named Insured also includes (1) any other person or organization named as a Named Insured on the Declarations Page; and (2) any subsidiary, associated, affiliated, allied, or acquired company or corporation (including subsidiaries thereof), partnership, Joint Venture, or Limited Liability Company, of which any insured named as the Named Insured on the Declarations Page has more than 50% ownership interest in, exercises management or financial control over, or is required to provide insurance for.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 9

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM PRODUCTS COVERAGE
FORM MLA0410 11-2018

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section I – Coverages, Coverage A. Bodily Injury and Property Damage Liability, 2., Exclusions, k., Damage To Your Product is deleted and replaced with the following:

k. Damage To Your Product

We will not cover property damage to that particular part of your products that is caused by the part itself.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 10

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO PREMISES RENTED TO YOU (BROAD FORM)

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. "Damage To Premises Rented To You Limit" shown in the DECLARATIONS is hereby amended as follows:

Damage To Premises Rented To You Limit – Broad Form:	\$2,000,000
Description & Location:	<u>Blanket all locations</u>

- II. The following paragraph, contained within the "Damage To Property" exclusion of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS;**

"Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to **you** for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to **You** as described in Section III – Limits Of Insurance."

Is hereby deleted and replaced by the following:

"Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** to premises, including the contents of such premises, rented to **you**. A separate limit of insurance applies to Damage to Premises Rented to **You** as described in Section III – Limits Of Insurance."

- III. Paragraph "7" of **SECTION III – LIMITS** is deleted and replaced by the following:

7. Subject to 2. and 6. above, the Damage To Premises Rented To You Limit is the most **we** will pay under Coverage A for damages because of **property damage** to any one premises, while rented to you, or occupied by **you**, arising out of direct physical loss or damage from any cause except as hereinafter provided:

- a. Arising out of or resulting from wear, tear, mechanical breakdown, inherent vice, latent defect, gradual deterioration or depreciation, moth, vermin; or by processing of any work upon the property, unless fire or explosion ensues and then only for direct loss or damage caused by such ensuring fire or explosion;

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- b. Arising out of or resulting from corrosion, rust, dampness of atmosphere, freezing or extremes of temperature;
- c. Arising out of or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents or any person or persons to whom the property may be entrusted (except for carriers for hire); or
- d. Arising out of or resulting from:
 - 1. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack; by any government or sovereign power (dejure or defacto) or by any authority maintaining or using military, naval or air forces; by military, naval or air forces; or by any agent of any such government, power, authority or forces;
 - 2. any weapon of war employing atomic fission or radioactive force whether in time of peace or war; or
 - 3. insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband, illegal transportation or trade.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 11

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided by this policy:

Notwithstanding any other provision of this policy to the contrary, this insurance does not apply to any liability or any other loss, cost, damage, expense, injury, claim or suit, arising out of, or resulting directly or indirectly, in whole or in part from a **Communicable disease**

As used herein, **Communicable disease** means any infectious or contagious substance:

1. Including, but not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and
2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal,

that can cause or threaten damage to human health or human welfare or causes or threatens contamination to property.

For avoidance of doubt, this insurance does not apply to any cost or expense to clean-up, decontaminate, remove, monitor or test for a **Communicable disease**.

All other terms, conditions and exclusions of the policy remain unchanged.

Date



AIG Insurance Company of Canada

CIC7943 02/21

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FILED
07-18-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

ENDORSEMENT NO. 12

This endorsement, effective 12:01 A.M., November 1, 2020
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

This Endorsement applies solely between you and us. It does not affect the rights of others under this policy.

I. Payment and Deductible Conditions

- A. We will pay all sums that we become obligated to pay up to our Limit of Insurance under the policy to which this endorsement applies and to those **local underlying policies** issued at our direction or coordinated by us specifically for this insurance program (collectively called the "policies"). Our Limit of Insurance includes, and shall not apply in addition to, any sum that you must reimburse us for damages we have paid.
- B. You must reimburse us up to the Deductible Limit(s) shown in the Schedule for any amounts we have so paid as damages. The Deductible will apply to each **occurrence**, offense, claim or other basis as shown in the Schedule, regardless of the number of persons or organizations who sustain damages because of an **occurrence** or offense or other basis shown in the Schedule.
- C. In addition, you must reimburse us for all **Allocated Loss Adjustment Expense** we pay as Supplementary Payments, according to the election indicated by an "X" below. If no election is indicated, election i. applies.
- X i. All **Allocated Loss Adjustment Expense** up to the Deductible Limit. However, the most you must reimburse us for damages and **Allocated Loss Adjustment Expense** combined shall not exceed the Deductible amount.
- ___ ii. All **Allocated Loss Adjustment Expense**.
- ___ iii. A part of **Allocated Loss Adjustment Expense**. That part will be calculated by dividing the smaller of the Deductible or the damages we pay by the damages we pay. If we pay no damages, you must reimburse us for all **Allocated Loss Adjustment Expense** up to the applicable Deductible amount and ___% of all remaining **Allocated Loss Adjustment Expense**.
- ___ iv. No **Allocated Loss Adjustment Expense**.

ENDORSEMENT NO. 12

This endorsement, effective 12:01 A.M., November 1, 2020
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

DEDUCTIBLE COVERAGE ENDORSEMENT
(CONTINUED)

Your obligation to reimburse us for **Allocated Loss Adjustment Expense** applies separately to each occurrence for **bodily injury or property damage**, to each offense for **personal and advertising injury**, or to each other basis shown in the Schedule.

II. Additional Conditions**A. Duty to Reimburse**

1. You must reimburse us in accordance with this endorsement for any payment we make in good faith on behalf of any person or organization insured under any policy to which this endorsement applies.
2. Reimbursement is due and payable within fifteen (15) days of your receipt of an invoice for such reimbursement from us.
3. Each Named Insured is jointly and severally liable for all amounts payable to us under this policy.

B. Right of Offset

You grant us a continuing first priority security interest and right of offset with respect to all premiums, surcharges, dividends, cash, accounts, or funds that are payable to you and are now or may in the future come into our possession. You agree to assist us in any reasonable way to enable us to perfect our interest. You direct us to hold all such sums as collateral for your duty to reimburse us as they may be payable now or may become payable in the future.

C. Defaults and Remedies

1. If any of the following events or circumstances occurs, we may take any reasonable steps necessary to protect our interest:
 - a. you fail to perform any of your duties to us under this policy or any other policy we have issued to you, within five (5) days after its due date;
 - b. your insolvency, or the occurrence of any of the following: the commencement of liquidation or dissolution proceedings; your general failure to pay debts as they become due; general assignment by you for the benefit of creditors; the filing by or against you of any petition, proceeding, case or action under the provisions of the United States Bankruptcy Code or other such law relating to debtor; the appointment of, or the voluntary or involuntary filing for a petition for the appointment of, a receiver, liquidator, rehabilitator, trustee, custodian or similar official to take possession or control of any of your property; or your default on any material outstanding debt not cured within its applicable cure period, if any;

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DEDUCTIBLE COVERAGE ENDORSEMENT
(CONTINUED)

- c. **you** present information to us in connection with this insurance or its financing that is materially inaccurate or incomplete.
2. The steps **we** may take to protect our interest shall include but are not limited to the following. **We** may:
- a. cancel this endorsement or the policies to which this endorsement applies by mailing or delivering written notice to **you** not less than ten (10) days prior to the effective date of such cancellation, stating the day and hour the cancellation is to take effect. Proof of the mailing of such notice to **you** at **your** mailing address shown in the Declarations will be sufficient to prove notice;
 - b. draw upon, liquidate or take ownership of any part or all of the collateral that **we** hold and apply the proceeds thereof to any amount under this or other policies under the terms of which **you** currently do, or in the future may, owe **us** reimbursement of loss or payment of premium, surcharges or credit fees;
 - c. declare immediately due and payable the entire amount which you currently owe **us** and in our estimation will owe **us** in the future as reimbursement of loss or payment of premium, surcharges or credit fees;
 - d. offset any sums that **we** may owe you against any sums that you owe **us** or in our estimation will owe **us** in the future as reimbursement of loss or payment of premium, surcharges or credit fees under this policy.

D. Recovery From Others

We have **your** rights and the rights of persons entitled to the benefits of this insurance to recover all payments, including those within **your** Deductible amount, from anyone liable for the damages. **You** will do everything necessary to protect those rights for **us** and to help **us** enforce them.

If **we** recover any payment **we** made under this policy from anyone liable for the damages, the amount **we** recover will first be applied to any payments **we** made in excess of the Deductible amount and to **our** expenses in obtaining the recovery. **We** will apply the remainder of the recovery, if any, to reduce the amount that is reimbursable by **you**.

ENDORSEMENT NO. 12

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DEDUCTIBLE COVERAGE ENDORSEMENT
(CONTINUED)

III. Additional Definition

Allocated Loss Adjustment Expenses means all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or suit against you, or to the protection and perfection of your or our subrogation rights.

Allocated Loss Adjustment Expenses shall not include our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated company (ies), with respect to a claim or suit against you.

SCHEDULE**Part 1. POLICIES TO WHICH DEDUCTIBLE APPLIES**

This Endorsement applies to the policy to which this endorsement is attached and to the policies described by country in the table below.

Type of Insurance	Country

Part 2. COVERAGES TO WHICH DEDUCTIBLE APPLIES

The **Deductible Amount of \$10,000** applies on a combined basis to all coverages selected by "X" in the table below, except for such coverages (if any) for which a separate Deductible is shown below.

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DEDUCTIBLE COVERAGE ENDORSEMENT
(CONTINUED)

Selected	Coverage	Deductible Amount	Per Occurrence	Per Claim
	Bodily Injury - Other than Products or Completed Operations			
	Property Damage - Other than Products or Completed Operations.			
	Bodily Injury - Products or Completed Operations Only			
	Property Damage - Products or Completed Operations Only			
	Personal and Advertising Injury		Each person or organization	
	Employee Benefits Liability		N/A	
X	All Other	\$10,000	X	

As respects this deductible schedule, **occurrence** means each **occurrence** or offense. "Claim" means each person, claim or suit.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 13

This endorsement, effective 12:01 A.M. December 1, 2021
Forms a part of Policy No. GL 41767297
Issued to Hammond Power Solutions Inc.
By AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY INSURANCE PROVIDES CLAIMS MADE COVERAGE
ADDITIONAL DECLARATIONS

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

COVERAGE
Employee Benefits Liability Insurance

LIMIT OF LIABILITY
\$2,000,000. Each Wrongful Act or series of related Wrongful acts.
\$2,000,000. Each Annual Aggregate

DEDUCTIBLE
\$1,000 Each Wrongful Act or series of related Wrongful Acts

No. of Employees As on file with Insurer

Estimated Annual Premium: INCLUDED

INSURING AGREEMENTS

EMPLOYEE BENEFITS LIABILITY

We will pay the **Insured** for those sums which the **Insured** shall become legally obligated to pay as damages because of any claim made against the **Insured** due to any **Wrongful Act** of the **Insured**, or any other person for whose acts the **Insured** is legally liable, in the **Administration of the Insured's Employee Benefits Programs**, as defined in the Definitions section of this policy. This insurance applies only if a claim for damages covered by this endorsement is first made against the **Insured** during the policy period. We have the right and duty to defend any suit against the **Insured** seeking damages on account of such negligent act, error or omission, even if any of the allegations of the suit are groundless, false or fraudulent, and we may make such investigation and settlement of any claim or suit as we deem expedient.

DEFINITIONS

DEFINITION OF Insured

With respect to the insurance afforded by this endorsement the unqualified word **Insured** includes the Named Insured, provided that (a) if the Named Insured is designated as an individual, the insurance applies only to the conduct of a business of which he is the sole proprietor and (b) the unqualified word **Insured** also includes the following:

- A. If the Named Insured is or includes a partnership or joint venture, any partner or member thereof by only with respect to his liability as such;

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B. Any executive officer, director or stockholder of the Named **Insured** while acting within the scope of his duties as such;

C. Any employee, provided such employee is authorized to act in the **Administration** of the **Named Insured's Employee Benefits Program**.

DEFINITION OF Employee Benefits Programs

The terms **Employee Benefits Programs**; means (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, workmen's compensation, unemployment insurance, social benefits, disability benefits, and (b) any other similar employee benefits instituted after the effective date of this endorsement provided we are notified within thirty (30) days after the institution of such benefits.

DEFINITION OF Administration

The unqualified word **Administration** wherever used shall mean:

- A. Giving counsel to employees with respect to the Employee Benefits Programs;
- B. Interpreting the Employee Benefits Programs;
- C. Handling of records in connection with the Employee Benefits Programs;
- D. Effective enrollment, termination or cancellation of employees under the **Employee Benefits Programs**, provided all are acts which are authorized by the **Named Insured**.

DEFINITION OF Wrongful Act

Wrongful Act means any actual or alleged negligent act, error or omission in the **Administration** of the Employee Benefits Plan.

EXCLUSIONS

This endorsement does not apply to:

- 1. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- 2. Bodily injury to or sickness, disease or death, of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- 3. Any claim for failure of performance of contract by an insurer;
- 4. Any claim based upon the **Insured's** failure to comply with any law concerning workmen's compensation, unemployment insurance, social security or disability benefits;
- 5. Any claim based upon:

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- A. failure of any investment(s) including but not limited to stock to perform as represented by any **Insured**;
- B. advice given by an **Insured** to an employee to participate in any investment plan including but not limited to stock subscription plans.
6. All sums which the **Insured** shall become legally obligated to pay as loss because of any Breach of Fiduciary Duty (as defined below), or because of any Breach of Fiduciary Duty by any person for which the **Insured** is legally responsible and arising out of the **Insured's** activity as a fiduciary of any Plan covered by this endorsement. The term, **Breach of Fiduciary Duty** shall mean the violation of any of the responsibilities, obligations of duties imposed upon fiduciaries by the EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 or amendments thereto with respect to any Plan covered by this endorsement;
7. Any claim made against the **Insured** based on or attributable to any failure or omission on the part of the **Insured** to effect and maintain insurance or bonding for Plan Property or Assets.

CONDITIONS**LIMITS OF LIABILITY**

Regardless of the number of (a) **Insureds** under this policy (b) persons who sustain damage or (c) claims made or suits brought for such damages; the limit of liability stated in the ADDITIONAL DECLARATIONS of this endorsement as applicable to each **Wrongful Act** or series of related **Wrongful Acts** is the limit of our liability for all claims made on account of any **Wrongful Acts** or series of related acts by this policy for the period of liability stated in the ADDITIONAL DECLARATIONS as **Each Annual Aggregate** is, subject to the above provision, the total limit of our liability for all claims covered during the period this endorsement is in force.

PREMIUM

The premium stated in the ADDITIONAL DECLARATIONS is an estimated premium only. Upon termination of each annual period of this endorsement the **Insured**, on request, will furnish us a statement of the total number of employees at the end of the period. The earned premium shall be computed on the average of the number of employees at the end of the coverage period and that stated in the ADDITIONAL DECLARATIONS. If the earned premium thus computed exceeds the estimated premium paid, the **Insured** shall pay the excess to us; if less, we shall return to the **Insured** the unearned portion paid by such **Insured**.

DEDUCTIBLE

The deductible amount indicated in the ADDITIONAL DECLARATIONS shall be subtracted from the total amount of all sums which we are obligated to pay or incur on behalf of the **Insured** on account of each occurrence as stated in the ADDITIONAL DECLARATIONS. The terms of this endorsement including those with respect to notice of claim or suit and our right to investigate and negotiate any such claim or suit, apply irrespective of the application of the deductible amount.

ENDORSEMENT NO. 13

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OPTIONAL EXTENDED REPORTING ENDORSEMENT

The coverage under the Employee Benefits Liability Endorsement may end because one of us chooses to cancel it or not renew it. If this is not the result of non-payment of the premium you have the right to buy a reporting endorsement. It extends the time to report covered claims. The claim must first be made against an **Insured** and reported to us within 3 years after the Employee Benefits Liability Endorsement ends and while the reporting endorsement is in affect.

To obtain this reporting endorsement you must request it in writing and pay the additional premium within 30 days after this agreement ends. If we don't receive written notice and payment within this period, you may not exercise this right at a later date.

We'll sell you this endorsement for the additional premium. This additional premium will not exceed 200% of the annual premium for the Employee Benefits Liability Endorsement. Once you pay the premium we can't cancel the endorsement. We will determine the additional premium taking into account the following:

- A. The exposures insured;
- B. Previous types and amounts of insurance;
- C. Limits of Liability available under the Employee Benefit Liability Insurance for future payment of damages; and
- D. Other related factors.

The optional Extended Reporting Endorsement does not reinstate or increase the Limits of Liability applicable to any claim to which The Employee Benefits Liability Endorsement applies.

CONFORMITY WITH STATUTE

Terms of this endorsement which are in conflict with the statute of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

OTHER TERMS OF POLICY

All other conditions, terms and exclusions contained in the policy remain unchanged.



AIG Insurance Company of Canada

ENDORSEMENT NO. 14

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY PART

U. The following exclusion is added to Paragraph 2. Exclusions of **SECTION I—COVERAGES - COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"Bodily injury" or "property damage" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

ENDORSEMENT NO. 14

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

B. The following exclusion is added to Paragraph 2., Exclusions of Section I—Coverages - Coverage B—Personal and Advertising Injury Liability:

This insurance does not apply to:

"Personal injury" or "advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" and "advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of the policy are the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 15

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERISA EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY FORM PART

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

Bodily injury or property damage arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof, or any regulation pertaining thereto.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions, is amended to add:

Personal and advertising liability arising out of any obligation you incur under the Employee Retirement Income Security Act of 1974, Public Law 93-406, any law amendatory thereof, or any regulation pertaining thereto.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 16

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 4 176 7297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

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ENDORSEMENT NO. 17

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

OWNED, HIRED AND NON-OWNED AUTO LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE****COVERAGE**

Owned, Hired and Non-Owned Auto Liability

LIMIT OF LIABILITY

\$2,000,000 per accident

A. OWNED, HIRED AND NON-OWNED AUTO LIABILITY COVERAGE

The insurance provided under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** applies to bodily injury or property damage caused by an accident and resulting from the ownership, maintenance or use of a covered auto by you or your employees in the course of your business.

B. EXCLUSIONS

With respect to the coverages provided by this endorsement:

1. The following exclusions do not apply to the coverage provided by this endorsement:

- a. the Nuclear Energy Liability Exclusion Endorsement; and
- b. the exclusions under Paragraph 2., Exclusions, of **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)**, other than exclusions a., b., d., e., h., i., j., o., p., q., r., and s.

2. Exclusion f. under Paragraph 2., Exclusions, of **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is replaced by the following:

Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered **auto**;
 - (2) Otherwise in the course of transit by or on behalf of the insured; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered **auto**;

ENDORSEMENT NO. 17

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
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- b. Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the covered **auto**; or
- c. After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of, or abandoned by the **insured**.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts, if:

- (1) The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and
- (2) The **bodily injury** or **property damage** does not arise out of the operation of any equipment listed in Paragraphs 13.f(2). and 13.f(3) of the definition of **mobile equipment**.

Paragraphs b. and c. above of this exclusion do not apply to **accidents** that occur away from premises owned by or rented to an **insured** with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
 - (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.
3. Furthermore, the coverage provided by this endorsement is limited by and subject to the following exclusions:

This insurance does not apply to:

a. **Bodily injury** to:

- (1) An **employee** of the **insured** arising out of and in the course of:

- (a) employment by the **insured**; or
 - (b) the performance of duties related to the conduct of the **insured's** business; or

- (2) The spouse, child, parent, brother or sister of the **employee** as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the **insured** may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

ENDORSEMENT NO. 17

This endorsement, effective 12:01 A.M., December 1, 2021
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 Issued to: Hammond Power Solutions Inc.
 By: AIG Insurance Company of Canada

This exclusion does not apply to:

- (1) Liability assumed by the **insured** under an **insured contract**; or
 - (2) **bodily injury** to domestic **employees** not entitled to workers compensation benefits.
 - b. **Property damage** to property owned or being transported by, or rented or loaned to the **insured**.
 - c. **Bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) That the **insured** would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement.
 - d. **Bodily injury** or **property damage** caused by an **accident** and resulting from the ownership, maintenance or use of a covered **auto** by **you** or **your employees** in the course of your business if such business takes place within the confines of restricted access areas of an airport and its premises, including without limitation airfields, airfield structures, terminals, terminal structures, runways, and hangars. This exclusion does not apply to **accidents** which take place within the areas of an airport or its premises if such areas are open to automobile use by the general public.
 - e. **Bodily injury** or **property damage** arising out of the operation of any equipment listed in sub-parts f.(2). and/or f.(3). of the definition of **mobile equipment**.
 - f. The explosion of any weapon employing atomic fission or fusion; or nuclear reaction or radiation, or radioactive contamination, however caused.
- C. For the purposes of this endorsement only, **WHO IS AN INSURED (SECTION II)** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- 1. **You**;
- 2. Any other person using a covered **auto** with **your** permission;
- 3. Any partner or executive officer of **yours**, but only while a covered **auto** is being used in **your** business; and
- 4. Any other person or organization, but only with respect to their liability because of acts or omission of an insured under 1., 2., or 3. above.

None of the following is an **insured**:

- 1. Any person engaged in the business of his or her employer with respect to **bodily injury** to any co-employee of such person injured in the course of employment;

ENDORSEMENT NO. 17

This endorsement, effective **12:01 A.M.**, December 1, 2021

Forms a part of Policy No.: GL 41767297

Issued to: Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

2. Any person while employed in or otherwise engaged in performing duties in connection with an **auto business** other than an **auto business you operate**;
3. The owner or lessee (of whom **you** are a sublessee) of a **hired auto** or the owner of a **non-owned auto** or any agent or **employee** of any such owner or lessee; and
4. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. LIMITS OF INSURANCE

1. For the purposes of this endorsement, **Paragraph 2. of SECTION III LIMITS OF INSURANCE** is replaced by the following:

The Master Control Program Aggregate is the most **we** will pay for the sum of damages paid under this policy and any **local underlying policy** except damages because of injury and damage arising out of the maintenance or use of an **owned auto, hired auto or a non-owned auto**. **You** will reimburse us within thirty (30) days of our request for any payment **we** make under this policy or any local underlying policy for damages or expenses after the Master Control Program aggregate is exhausted.

2. For the purposes of this endorsement only, **Paragraph 3.b. of SECTION III LIMITS OF INSURANCE** is replaced by the following:

Damages under Coverage A and Coverage B, except damages because of injury and damage included in the **products-completed operations hazard** or arising out of the maintenance or use of an **owned auto, hired auto or a non-owned auto**.

E. ADDITIONAL CONDITION

The insurance provided by this endorsement is subject to the following additional condition:

Warranty and Maintenance of Underlying Insurance

For as long as our policy is in effect, **you** shall procure compulsory automobile liability insurance or local automobile liability insurance (whichever is greater) with limits of liability equivalent to at least **US\$200,000** combined single limit **bodily injury and property damage each accident**. Whether or not **you** procure such coverage in such amount, the coverage provided by this endorsement shall be excess of and reduced by such amount and shall apply only as if **you** had purchased such coverage in such amount. In no event shall the coverage provided by this endorsement "drop down" and attach lower than as if **you** had purchased such coverage in such amount.

F. DEFINITIONS

The insurance provided by this endorsement is subject to the following additional definitions:

1. **Accident** includes continuous or repeated exposure to the same conditions resulting in **bodily injury or property damage**.
2. **Auto business** means the business or occupation of selling, repairing, servicing, storing or parking autos.

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This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
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By: AIG Insurance Company of Canada

3. **Hired auto** means any **auto you** lease, hire or borrow. This does not include any **auto you** lease hire or borrow from any of your **employees** or members of their households, or from any partner or **executive officer of yours**.
4. **Non-owned auto** means any **auto you** do not own, lease, hire or borrow which is used in connection with **your business**.
5. **Owned auto** means any **auto you** own including those autos **you** acquire ownership of after the policy begins.

Furthermore, with respect to the coverage provided by this endorsement, the definition of **coverage territory** that is located in the **DEFINITIONS** section of the coverage form to which this endorsement is attached is deleted in its entirety and replaced with the following:

Coverage territory means anywhere in the world, including international waters or airspace, but excluding the United States of America (including its territories and possessions), Puerto Rico, and Canada. Notwithstanding any definition of coverage territory or anything else to the contrary no matter where located, the Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Furthermore, with respect to the coverage provided by this endorsement, the definition of **insured contract** that is located in the **DEFINITIONS** section of the coverage part to which this endorsement is attached is amended by the addition of the following:

Insured contract means that part of any contract or agreement entered into, as part of **your business**, pertaining to the rental or lease, by **you** or any of **your employees**, of any **auto**. However, such contract or agreement shall not be considered an **insured contract** to the extent that it obligates **you** or any of **your employees** to pay for **property damage** to any **auto** rented or leased by **you** or any of **your employees**.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 18

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section V - DEFINITIONS - is amended to add:

Incidental Medical Malpractice Injury means **Bodily Injury** arising out of the rendering of or failure to render the following services:

- a. medical, surgical, dental, x-ray or nursing service, or treatment or the furnishing of food or beverages in connection therewith; or
- b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

Section II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services, except for **bodily injury** arising out of **Incidental Medical Malpractice Injury** by any physician, dentist, nurse or other medical practitioner employed or retained by you. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your **employees**. Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of **Incidental Medical Malpractice Injury**.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 19

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to **bodily injury, property damage, personal and advertising injury**, or any other loss, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any **fungus(i), molds(s)**, mildew or yeast, or
- b. Any **spore(s)** or toxins created or produced by or emanating from such **fungus(i), molds(s)**, mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **fungus(i), molds(s)**, mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **fungus(i), molds(s)**, mildew, yeast, or **spore(s)** or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that **spore(s), property damage, personal and advertising injury**, loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including **mold(s)**, rusts, mildews, smuts, and mushrooms.

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and **fungi** that produce molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **fungus(i), mold(s)**, mildew, plants, organisms or microorganisms.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 20

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOCAL POLICY TAX

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

The first Named Insured shown on the Declarations Page of this policy shall pay all local premium taxes, policy stamp taxes, and policy fees due in connection with each **local underlying policy** we or any of our affiliates issue whose premium is included in the Premium shown on the Declarations Page of this policy.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 21

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - AMENDED

This endorsement modifies insurance provided under the following:
GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subparagraph b. of the Cancellation provision is deleted and replaced by the following:

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) According to the election indicated by an "X" below,

☐ 60 days ☒ 90 days ☐ 120 days ☐ _____ days

before the effective date of cancellation if we cancel for any other reason. (If no election is indicated, or if more than one election is indicated, then "60 days" shall apply.)

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 22

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART**1. The insurance does not apply:****A. Under any Liability Coverage, to **bodily injury** or **property damage**:**

- (1) With respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.****C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from **hazardous properties** of **nuclear material**, if:**

- (1) The **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;
- (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **insured**; or
- (3) The **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

2. As used in this endorsement:

hazardous properties includes radioactive, toxic or explosive properties.

nuclear material means source material, special nuclear material or by-product material.

ENDORSEMENT NO. 22

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(CONTINUED)

source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

waste means any waste material (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

nuclear facility means:

- (a) Any **nuclear reactor**;
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**;
- (c) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

property damage includes all forms of radioactive contamination of property.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 23

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

PERFLUORINATED COMPOUNDS OR PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)
EXCLUSION ENDORSEMENT
CIC7946 02-2021

IT IS UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS EXCLUSION WILL SUPERSEDE.

This endorsement modifies insurance provided by the policy:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to the **EXCLUSIONS** section:

PERFLUORINATED COMPOUNDS OR PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This insurance does not apply to any liability or any other loss, cost, damage, expense, injury, claim or "suit", or allegations thereof, caused by, arising out of, or resulting directly or indirectly, in whole or in part from perfluorinated compounds ("PFC") or per- and polyfluoroalkyl substances (collectively, "PFAS"), including but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorononanoic acid (PFNA), perfluorobutyric acid (PFBA), perfluorobutane sulfonic acid (PFBS), perfluoropentanoic acid (PFPeA), perfluorohexane sulfonic acid (PFHxS), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctane sulfonamide (PFSOA), perfluorodecanoic acid (PFDA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTTrDA), perfluorotetradecanoic acid (PFTeDA), 6:2 Fluorotelomer sulfonate (6:2 FTS), GenX and other replacement PFAS or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, including additions and amendments thereto.

This insurance also does not apply to any liability or any other loss, cost, damage, expense, injury, claim or "suit", or allegations thereof, caused by, arising out of, or resulting directly or indirectly, in whole or in part from any substance or product made of, made with or containing any of the substances or products or ingredients encompassed by the paragraph above, or any combination of these substances or products or ingredients; any substance or product encompassed by the paragraph above that is sold or distributed under any of the substances' or products' trade names; or any substance or product which has the same or substantially similar chemical formulation, structure, function as any of the substances or products encompassed by the paragraph above, by whatever name manufactured, prepared, promoted, marketed, sold, handled, formulated, structured, distributed or prescribed.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFAS-related liability or any other loss, cost, damage, expense, injury, claim or "suit", or allegations thereof.

All other terms, conditions and exclusions of the policy remain unchanged.

Date



AIG Insurance Company of Canada

ENDORSEMENT NO. 24

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RADIOACTIVE MATTER EXCLUSION

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

Any liability for **bodily injury or property damage** arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions, is amended to add:

Arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 25

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICOSIS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

"SECTION I. – COVERAGES", "COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY", "2. – Exclusions" is amended to add the following exclusion:

Silicosis

Bodily injury or property damage, or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of damages arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

"SECTION I. – COVERAGES", "COVERAGE B. – PERSONAL AND ADVERTISING INJURY LIABILITY", "2. – Exclusions" is amended to add the following exclusion:

Silicosis

Personal and advertising injury or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of damages arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 26

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV - Commercial General Liability Conditions, 7. - Representations is amended by adding:

- d. The unintentional failure by you or any Insured to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 27

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract entered into prior to date of loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition (Section IV - **COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery **we** may have against the person or organization shown in the Schedule above because of payments **we** make for injury or damage arising out of **your** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 28

This endorsement, effective **12:01 A.M.**, December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTARY COMPENSATION (EMPLOYERS' LIABILITY) EXTENSION

(Applicable to Canadian Employees Only)

This endorsement modifies insurance provided under the following:

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subject to the exclusions of the **EMPLOYERS' BODILY INJURY LIABILITY COVERAGE RIDER** attached to and forming part of this Policy, this insurance is extended as follows:

I. VOLUNTARY COMPENSATION

We shall pay voluntarily the benefits herein set out either to or on behalf of **your Canadian employee** on account of **bodily injury** accidentally suffered by such **Canadian employee** and arising out of and in the course of his or her employment by **you**, whether or not such **bodily injury** could give rise to liability imposed by law upon **you**. This insurance applies only to **bodily injury** arising from an accident which occurs during the policy period. The accident must take place in the **coverage territory**.

Provided always that:

A. if the injured **Canadian employee** or any person claiming by, through or under the injured **Canadian employee** shall refuse to accept the voluntary compensation benefits offered under the provisions of the preceding paragraph, then **we** shall be permitted at any time at **our** discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances **we** will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon or any **suit** is brought against the Named Insured for damages for such injuries, such claim, demand or **suit** shall be considered a refusal to accept such voluntary compensation benefits and such refusal shall abrogate in its entirety the **our** agreement to pay such voluntary compensation benefits. In such event, **our** obligation as expressed in the **EMPLOYERS' BODILY INJURY LIABILITY COVERAGE RIDER** shall be available to the Named Insured and shall be and remain the obligation of the Insurer as fully and completely as if this endorsement had not been written;

B. the benefits herein contained shall not be payable unless at the time of the accident the **Canadian employee** was engaged in duties coming within the scope of the business shown in the "Description of Hazards" contained within the **EMPLOYERS' BODILY INJURY LIABILITY COVERAGE RIDER**;

C. a full legal release of all claims of such **Canadian employee** or any person claiming by, through or under such **Canadian employee**, against the Named Insured is executed and delivered and that any rights of such **Canadian employee** or person against anyone other than the Named Insured be

ENDORSEMENT NO. 28

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

subrogated and assigned in full (excluding all services available under any hospital insurance act) to us;

D. we shall in no event be liable hereunder for any claims arising from hernia, however caused;

E. we shall have the right to examine the person of the insured **Canadian employee** when and as often as may be required while the claim is pending and also in the case of death of the injured **Canadian employee** to make an autopsy subject to the law.

II. ADDITIONAL DEFINITION

Solely for the purposes of this endorsement, the term **weekly indemnity** shall mean two-thirds of the **Canadian employee's** weekly wage at the date of the accident, but not exceeding in any event the amount per week for this Form as shown on the "Schedule of Incapacities".

III. SCHEDULE OF BENEFITS**A. Part 1 - Loss of Life**

In the event of death resulting from such **bodily injury** within a period of twenty-six (26) weeks after the date of the accident, **we** will pay:

1. to dependents of the said **Canadian employee** who were wholly dependent upon the said employee, an amount equal to one hundred (100) times the weekly indemnity in addition to the benefits provided under **Part 2** up to the date of death.
2. the actual funeral expenses not exceeding, however, the sum of one hundred and twenty-five dollars (\$125.00).

B. Part 2 - Temporary Total Disability

If such **bodily injury** shall within fourteen (14) days from the date of the accident totally and continuously disable the **Canadian employee** and prevent the employee from performing any and every duty pertaining to any occupation or employment, **we** will pay weekly indemnity for the period of such disability or for twenty-six (26) weeks whichever is the lesser period. Provided however, that if the period of such disability is less than six (6) weeks, no benefit under this part shall be payable for the first seven (7) days of such disability.

C. Part 3 - Permanent Total Disability

If within twenty-six (26) weeks from the date of the accident and as a direct result of such **bodily injury** the **Canadian employee** shall be deemed permanently and totally disabled and prevented from performing any and every duty pertaining to any occupation or employment, by medical evidence satisfactory to **us**, **we** will pay, in addition to the benefits provided under **Part 2**, **weekly indemnity** for a further period of one hundred (100) weeks.

D. Part 4 - Dismemberment Benefits

1. If such **bodily injury** shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the "Schedule of

ENDORSEMENT NO. 28

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

Incapacities" we will pay weekly indemnity for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under **Part 2**, but in no event shall it be payable in addition to the benefits provided by **Parts 1 and 3**.

2. The total amount payable under this part for one or more incapacities shall not exceed one hundred (100) times the **weekly indemnity**.

3. The Schedule Of Incapacities includes the loss or total irrecoverable loss of use of (Number of weeks applicable is shown following description of incapacity):

a. Division A

(1) Arm

(a) at or above elbow - one hundred (100) weeks; or

(b) below elbow - eighty (80) weeks; or

(2) Hand at wrist - eighty (80) weeks; or

(3) Thumb*

(a) at or above the second phalangeal joint - twenty-five (25) weeks;

or

(b) below the second phalangeal joint, involving a portion of the second phalange - eighteen (18) weeks; or

(4) Index finger

(a) at or above the second phalangeal joint - twenty-five (25) weeks;

or

(b) at or above the third phalangeal joint - eighteen (18) weeks; or

(c) below the third phalangeal joint, involving a portion of the third phalange - twelve (12) weeks; or

(5) Any other finger

(a) at or above the second phalangeal joint - fifteen (15) weeks; or

(b) at or above the third phalangeal joint - eight (8) weeks; or

(c) below the third phalangeal joint, involving a portion of the third phalange - five (5) weeks.

Note: For a combination of two or more of the incapacities marked with an *, the total amount payable under this division shall not exceed eighty (80) times the weekly indemnity.

b. Division B

(1) Leg

(a) at or above knee - one hundred (100) weeks; or

(b) below knee - seventy-five (75) weeks; or

(2) Foot at ankle - seventy-five (75) weeks; or

(3) Great Toe

(a) at or above the second phalangeal joint - fifteen weeks (15) weeks;

or

(b) below the second phalangeal joint, involving a portion of the second phalange - eight (8) weeks; or

ENDORSEMENT NO. 28

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
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(4) Any other Toe

- (a) at or above the second phalangeal joint - ten (10) weeks; or
- (b) at or above the third phalangeal joint - five (5) weeks; or
- (c) below the third phalangeal joint, involving a portion of the third phalange - three (3) weeks.

Note: For a combination of two or more of the incapacities marked with an *, the total amount payable under this division shall not exceed thirty-five (35) times the weekly indemnity.

c. Division C

- (1) One eye - fifty (50) weeks; or
- (2) Both eyes - one hundred (100) weeks.

d. Division D

- (1) Hearing of one ear - twenty-five (25) weeks; or
- (2) Hearing of both ears - one hundred (100) weeks.

E. Part 5 - Medical, Surgical, Hospital, etc. Expenses

If such **bodily injury** shall necessitate medical or surgical treatment or confinement to hospital, we will pay in addition to all other benefits provided in this Endorsement:

- 1. the cost of the necessary medical, surgical, pharmaceutical and hospital services in accordance with the scale of charges provided by the worker's compensation commission of the province in which the accident occurred, incurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition,
- 2. the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

Our liability shall be limited to that portion of all such expenses incurred by or on behalf of the injured Canadian employee, the payment of which is not prohibited by law.

All other terms, conditions, and exclusions shall remain the same.



AIG Insurance Company of Canada

ENDORSEMENT NO. 29

This endorsement, effective 12:01 A.M., December 1, 2021

Forms a part of Policy No.: GL 41767297

Issued to: Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COMMERCIAL GENERAL LIABILITY COVERAGE PART

**EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH SENDING, TRANSMITTING OR
COMMUNICATING ANY MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

This insurance does not apply to any loss, injury, damage, claim, suit, cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that includes, addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

To the extent any coverage may otherwise be available under this Policy, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.



AIG Insurance Company of Canada



Issued to: Hammond Power Solutions Inc.	Effective Date of Change: Year Month Day 2021 12 01	Policy Number: GL 41767297
Issued by: AIG Insurance Company of Canada	Endorsement #: 30	

S.E.F. No. 94

LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES ENDORSEMENT

(for attachment only to a Non-owned Policy S.P.F. No. 6)

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection of the Insuring Agreement hereof for which a premium is stated and no other.

SECTION B – LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

Subsection 1 – ALL PERILS - from all perils;

Subsection 2 – COLLISION OR UPSET - caused by collision with another object or by upset;

Subsection 3 – COMPREHENSIVE - from any peril other than by collision with another object or by upset; The words "another object" as used in this subsection shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon. Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this subsection 3.

Subsection 4 – SPECIFIED PERILS - caused by fire, lightning, theft or attempt thereof, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which the automobile is being transported on land or water.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection hereof.

TWO OR MORE AUTOMOBILES

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this Insuring agreement.

EXCLUSION

The Insurer shall not be liable

- (1) for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- (2) under any subsection hereof for loss or damage
 - (a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
 - (b) to any automobile while being used without the consent of the owner thereof; or
 - (c) caused directly or indirectly by contamination by radioactive material; or
 - (d) to contents of trailers or to rugs or robes; or
 - (e) to tapes and equipment for use with a tape recorder when detached therefrom; or
 - (f) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - (g) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
- (3) under subsections 3 (Comprehensive) 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

ADDITIONAL AGREEMENT

The Insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the Insured is legally liable.

SUBSECTION	LIMITS AND AMOUNTS	TYPE OF AUTOMOBILE	ESTIMATED COST OF HIRE	RATE PER \$100	ADVANCE PREMIUM
1. All Perils	\$75,000 (exclusive of interests and costs) any one accident \$ 1,000 Amount deductible	AS KNOWN TO THE INSURER	\$ INCLUDED	\$INCLUDED	\$INCLUDED
2. Collision or Upset	\$ N/A (exclusive of interests and costs) any one accident \$ N/A Amount deductible	\$N/A	\$N/A	\$N/A	\$N/A
3. Comprehensive	\$ N/A (exclusive of interests and costs) any one accident \$ N/A Amount deductible	\$N/A	\$N/A	\$N/A	\$ N/A
4. Specified Perils	\$ N/A (exclusive of interests and costs) any one accident \$ N/A Amount deductible	\$N/A	\$ N/A	\$N/A	\$N/A
Minimum Retained Premium	\$INCLUDED			Total \$INCLUDED	

The advance premiums for this endorsement are subject to adjustment in the same manner as those stated under Item 5 of the application.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

ENDORSEMENT NO. 31

This endorsement, effective 12:01 A.M., December 1, 2021
Forms a part of Policy No.: GL 41767297
Issued to: Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

S.E.F. NO. 96
CONTRACTUAL LIABILITY ENDORSEMENT
(for attachment only to a Non-owned Policy S.P.F. No. 6)

In consideration of a premium of **\$INCLUDED**, it is understood and agreed that exclusion (c) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

- (c) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

Date(s) of Contract(s)	Name(s) of Other Contracting Party or Parties
ALL CONTRACTS IN FORCE DURING THE POLICY PERIOD	ALL PARTIES WITH WHOM THE NAMED INSURED CONTRACTS

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

AIG Insurance Company of Canada
61622 (01/69)



Issued to: Hammond Power Solutions Inc.	Effective Date of Change: <table><tr><td>Year</td><td>Month</td><td>Day</td></tr><tr><td>2021</td><td>12</td><td>01</td></tr></table>	Year	Month	Day	2021	12	01	Policy Number: GL 41767297
Year	Month	Day						
2021	12	01						
Issued by: AIG Insurance Company of Canada		Endorsement #: 32						

S.E.F. No. 99
EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT
(for attachment only to a Non-owned Policy S.P.F. No. 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of General Provisions and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobile" as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect.

Signature of Insured	Date
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Issued to: Hammond Power Solutions Inc.	Effective Date of Change: <table><tr><td>Year</td><td>Month</td><td>Day</td></tr><tr><td>2021</td><td>12</td><td>01</td></tr></table>	Year	Month	Day	2021	12	01	Policy Number: GL 41767297
Year	Month	Day						
2021	12	01						
Issued by: AIG Insurance Company of Canada		Endorsement #: 33						

O.E.F. 98B
REDUCTION OF COVERAGE FOR LESSEES OR
DRIVERS OF LEASED VEHICLES ENDORSEMENT
(for attachment only to the Standard Non-Owned Auto Policy S.P.F. No. 6)

1. Purpose of this endorsement:

This endorsement alters the coverage provided by this policy with respect to claims in Ontario for loss or damage arising directly or indirectly from the use of operation of a motor vehicle that is leased.

2. How the policy coverage is changed:

- The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application, leases an automobile **for a period of not more than 30 days** in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).
- The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured.
- Underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease and lessee are used as equivalent to rented, rent and renter.

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of the policy shall have full force and effect

Signature of Insured	Date
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Issued to: Hammond Power Solutions Inc.	Effective Date of Change: Year Month Day 2021 12 01	Policy Number: GL 41767297
Issued by: AIG Insurance Company of Canada	Endorsement #: 34	

ENDORSEMENT MODIFYING THE DATE OF TERMINATION

(a non-standard endorsement approved for use in Ontario –
applicable to SPF No. 6 Standard Non-Owned Automobile Policy)

Purpose of this Change

This endorsement modifies certain provisions of your policy. At your request, we have agreed that the date of termination as provided for in the Insuring Agreement referring to Statutory Conditions is amended as written below.

1. What has Changed

a. Statutory Conditions - Termination, subsection 11.(1.1) is amended to read:

(1.1) If the insurer gives a notice of termination under sub condition (1) for a reason other than non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract or if the insurer gives a notice of termination in accordance with sub condition (1.7), the notice of termination shall terminate the contract no earlier than,

- a. the 90th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or
- b. the 15th day after the insurer gives the notice, if the insurer gives the notice by personal delivery.

b. Statutory Conditions - Termination, subsection 11.(1.2) is amended to read:

(1.2) Subject to subcondition (1.7), if the insurer gives a notice of termination under subcondition (1) for the reason of non-payment of the whole or any part of the premium due under the contract or of any charge under any agreement ancillary to the contract the notice of termination shall comply with subcondition (1.3) and shall specify a day for the termination of the contract that is no earlier than,

- a. the 30th day after the insurer gives the notice, if the insurer gives the notice by registered mail; or
- b. the 10th day after the insurer gives the notice, if the insurer gives the notice by personal delivery.

Date of signature

Signature of Insured

Except as otherwise provided in this endorsement, all limits, terms, conditions, provisions, definitions and exclusions of your policy shall have full force and effect.

AIG INSURANCE COMPANY OF CANADA

PRIVACY PRINCIPLES

AIG and Individual Privacy

We at AIG Insurance Company of Canada (referred to as "AIG", "we", "our", or "us") abide by these *Privacy Principles* and want you, our applicants, policyholders, insureds, claimants, and any other individuals who provide us with personal information (referred to as "Customers" or "you"), to be aware of how and why we handle personal information. We work hard to respect and maintain your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information are fundamental to the products and services we provide.

As a worldwide leader in the delivery of insurance products and other services, the member companies of American International Group, Inc. ("AIG Companies") offer numerous products and services to many types of consumers and clients in many different countries around the world. Therefore, differing AIG Companies may adopt differing privacy practices to fit their own jurisdiction and business requirements. The AIG Companies Privacy Policy, located at www.aig.com, may also be applicable to our Customers as we conduct our business.

For the purposes of these *Privacy Principles* personal information means information about an identifiable individual. For example: an individual's name, birth date, address, age, health and financial information is personal information which AIG may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business.

1. Consent and Personal Information

AIG obtains consent for the collection, use, and disclosure of personal information, except where consent is not required by law. AIG does not obtain your consent for the collection, use and disclosure of business contact information. By applying for or purchasing AIG's products and services, you are providing your consent to our collection, use, and disclosure of your personal information as set out in these Privacy Principles. AIG relies on the broker's advice where the insurance broker tells AIG that we have a Customer's consent to collect information.

Consent may be obtained by AIG and its affiliated companies directly or through a broker or agent, an insurance adjuster, claims administrator, investigator, or lawyer when personal information is collected for claims purposes.

An individual may decline to consent, or revoke consent, to the collection and use of personal information for insurance purposes but in that case, insurance products and related services and the assessment of applications, claims or complaints may be limited or terminated.

2. Collecting Personal Information

We may collect information directly from the individual concerned on applications for insurance and through direct interactions with us, including via AIG websites, software applications made available by us for use on or through computers and mobile devices (the "Apps"), our social media pages set forth in the links in the footer on AIG.com and other means (for example, from your application and claim forms, telephone calls, e-mails and other communications with us, as well as from claim investigators, medical professionals, witnesses or other third parties involved in our business dealings with you). We also collect information from various third party sources such as: insurance brokers, adjusters, other insurance intermediaries, third party administrators, government, industry associations, and other entities that have information about you. For instance, we may obtain your driving record, claims history and/or credit history, where permitted by

law, to assist us in underwriting your application for insurance. We and our service providers may supplement the personal information we collect with information from other sources, such as publicly available information from social media services, commercially available sources and information from our affiliates or business partners. This information from third parties is subject to the privacy policies under which the information was collected.

3. Using Personal Information

Personal information is typically collected and used by us for insurance purposes such as: assessing risk, processing applications for insurance coverage, establishing rates, administering insurance products, developing and improving insurance products and services and other services, including actuarial and pricing tools and risk engineering, risk management and loss prevention programs for our insurance clients, claim assessment, processing and settlement, and, where applicable, managing claim disputes. AIG also uses personal information to detect and prevent fraud, compile statistics, verify and provide information to insurance industry associations, report to regulatory or industry entities in accordance with laws and prudent insurance industry practices, and conduct market research. This may also include collecting and disclosing personal information about third parties with respect to claims made against AIG Customers.

4. Use of Personal information for Marketing Purposes

AIG may collect and use personal information for marketing purposes, such as identifying and communicating with individuals who are most likely to find AIG products and services of interest. AIG may also disclose personal information to our affiliates to use for marketing purposes to offer you their products and services, which may be of interest to you. You may opt not to have us, or alternatively not to have our affiliates, collect, use or disclose personal information for marketing purposes in which case we and our affiliates will not use or disclose personal information for marketing purposes. Offers of upgraded or additional coverage, special offers and promotional mailings, and offers of additional products and services from our affiliates will not be sent by us or our affiliates. As an AIG customer, if you have not opted out of receiving marketing communications, you may receive marketing emails regarding AIG products and services. Each marketing email will include an unsubscribe mechanism, available for you at any time to remove your consent.

5. Accuracy of Your Personal Information

AIG maintains procedures to ensure that the information we collect and use is accurate, up-to-date, and as complete as possible. However, we rely on individuals to disclose all material information to us and to inform us of any changes required. With proof of your identity, a request to access or correct your personal information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called *"Contacting the Privacy Officer"*.

6. Safeguarding Your Information

We apply appropriate safeguards to our computer networks and physical files and we restrict access to personal information to those AIG employees, authorized administrators, reinsurers, consultants or insurance representatives who need to know that information in order to underwrite, adjudicate or administer insurance products and services.

7. Disclosure of Personal Information

Personal information is sought and exchanged with both affiliated and unaffiliated insurance

companies, reinsurers, insurance and reinsurance brokers and other intermediaries and agents, appointed representatives, distributors, financial institutions and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim, to the extent necessary for statistical purposes or to assess and rate a specific risk, determine the status of coverage, and investigate, administer and provide updates regarding claims. We also share information to combat fraud; where permitted or required by law; or, at the request of government institutions in accordance with applicable law.

AIG sometimes retains an affiliated company or an independent third party, reinsurer or a technology service provider ("Authorized Administrator") to perform on our behalf, certain functions in support of the products and services we provide. Such functions could include the underwriting, offering or administering of AIG insurance products and services or any related claims. Accordingly, in certain instances these affiliates or third parties require your personal information to the extent that it is necessary in the performance of those specific reinsurance, underwriting, marketing, consulting, administrative, analytical, rehabilitative, claims, investigation, reporting or related services. AIG obligates these affiliates and third parties to use and take steps to protect personal information in accordance with the requirements of these *Privacy Principles*.

Some Authorized Administrators may be located outside of Canada, in the United States of America or another foreign jurisdiction outside of Canada. When this occurs, the collection, use and disclosure of personal information will be subject to the laws of the jurisdiction in which it is situated. By communicating personal information to us, applying for and/or acquiring the products and services of AIG, you hereby consent to the authorized administrators located outside of Canada accessing, processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction. If you would like to obtain more information about our use of Authorized Administrators or any other service providers located outside of Canada, please contact the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*".

AIG may transfer your personal information as an asset in connection with any contemplated or actual sale, merger or other disposal of all or part of our business or assets, or as part of a corporate reorganization or other change in corporate control, including for the purposes of determining whether to proceed with such transaction or fulfilling any records or other reporting requirements to such parties. In such circumstances, we will ensure that any transfer of personal information is subject to applicable law and reasonable data protection security, confidentiality and usage protocols and restrictions.

8. Retention and Access to Your Personal Information

We retain personal information for the purposes described in these *Privacy Principles* but only for so long as is necessary. Personal information is stored at one of our offices in Canada or at a location of one of our affiliates in the United States or another foreign country, as required and defined under "*Disclosure of Personal Information*" above. Access to your personal information is limited to our employees, agents, insurance intermediaries, Authorized Administrators and service providers who need access in order to perform their job or provide services. Given the nature of insurance and our on-going exposure to potential claims, where necessary, and when legally required, some of the information we collect for insurance purposes is kept indefinitely.

With proof of your identity, a request to access information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*". The right to access information is not absolute. Therefore AIG may decline access to information that we have under our control, subject to any legal restrictions or rights of refusal by AIG. Such instances may be as follows:

- the information is subject to solicitor/client privilege;
- the information would reveal personal information about a third party;

- the information could compromise the investigation of a claim; or
- the information is confidential commercial information.

We may charge a reasonable fee in advance for copying and sending information you have requested and to which you have a right of access.

9. Contacting the Privacy Officer

Request for further information, personal information access or any concerns about how we handle your information with AIG should be referred to our Privacy Officer, as follows:

Privacy Officer
AIG Insurance Company of Canada
120 Bremner Blvd.
Suite 2200
Toronto, ON
Canada M5J 0A8
Or at the following e-mail address: AIGCanadaOmbudsman@aig.com
Or you may call us toll free: 1-800-387-4481

10. Internet Privacy Practices

We may collect your information through AIG websites or mobile applications. All personal information collected through our websites and mobile applications are subject to these *Privacy Principles*.

We may collect other information ("**Other Information**") through our websites or mobile applications that does not reveal your specific identity. Other Information includes but is not limited to:

- browser information;
- information collected through cookies, pixel tags, and other technologies;
- demographic information and other similar information provided by you
- information about your physical location; and
- aggregated information.

We and our third party service providers may collect Other Information in a variety of ways, including the following:

- **Through your internet browser:** Certain information is collected by most websites, such as your IP address (that is, your computer's address on the internet), screen resolution, operating system type (Windows or Mac) and version, internet browser type and version, time of the visit and the page or pages visited. We use this information for purposes such as calculating our website usage levels, helping diagnose server problems, and administering our website.
- **Using cookies:** Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent on our website, pages visited, and language preferences. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while visiting our website, or to gather statistical information about the usage of our website. Cookies further allow us to present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

One of the advertisement companies that we use is Google, Inc., trading as DoubleClick. To opt out of the DoubleClick advertisement cookie please visit: <http://www.google.com/intl/en/policies/privacy/#infochoices>. You can refuse to accept other cookies we use by adjusting your browser settings. However, if you do not accept these cookies, you may experience some inconvenience in your use of our website and some online products.

- **Using pixel tags, web beacons, clear GIFs or other similar technologies:** These may be used in connection with some of our website pages and HTML-formatted e-mail messages to, among other things, track the actions of our website users and e-mail recipients, measure the success of our marketing campaigns, and compile statistics about our website usage and response rates.

We use Adobe's Omniture analytics service, which uses cookies and web beacons, to help us understand more about how our website is used by consumers so we can continue to improve it. Adobe does not have the right to use the information we provide to it beyond what is necessary to assist us. For more information on Adobe's Omniture service, including how to opt-out of it, please visit:

<http://www.adobe.com/privacy/policy.html#info-manage>.

- **From you:** Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with personal information, this information does not identify you personally.
- **Using your physical location:** We may collect the physical location of your device by, for example, using satellite, cell phone tower or WiFi signals. We may use your device's physical location to provide you with personalized location-based services and content, for example, to provide location based reminders or offers when using Apps. We may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content. In addition, we may obtain the precise geolocation of your device when you use our mobile applications for purposes of providing travel or other assistance services to our clients who are enrolled in such services. In connection with providing travel or other assistance services, we may share your device's precise geolocation information with our clients and other entities with whom we work. You may opt-out of our collection and sharing of precise geolocation information by deleting the mobile application from your device, by disallowing the mobile application to access location services through the permission system used by your device's operating system, or by following any additional opt out instructions provided in the privacy notice available within the mobile application.
- **By aggregating information:** We may share non-personally identifiable information collected from you and from through the use of our Apps with our third party service providers in an anonymous and aggregate form for data analytics use and to ensure you receive a better consumer experience, in order to improve and modify our products and services.

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as personal information under applicable law, then, in addition to the uses listed in this "Website Privacy Practices" section, we may use and disclose Other Information for all the purposes for which we use and disclose personal information.

11. Third Party Websites

These *Privacy Principles* do not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any website to which our website contains a link. The inclusion of a link on our website does not imply endorsement of the linked site by us or by our group companies.

12. Use of Site by Minors

Our website is not directed to individuals under the age of 18, and we request that these individuals do not provide Personal Information through our website.

13. Changes to these Privacy Principles

AIG Canada reserves the right to modify these *Privacy Principles* from time to time. If these *Privacy Principles* change materially, we will take reasonable measures to notify you, including posting a copy of the revised *Privacy Principles* to our website. Accordingly, we recommend that you review our current *Privacy Principles* from time to time at Aig.ca.



**CUSTOMER ADVISORY
REGARDING THE ENFORCEMENT OF
ECONOMIC EMBARGOES AND TRADE SANCTIONS**

This Trade Sanction Advisory is part of **AIG Insurance Company of Canada** comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

POTENTIAL ACTIONS BY US

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.

FILED
07-18-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

EXHIBIT C

DECLARATIONS
COMMERCIAL UMBRELLA LIABILITY POLICY



Canadian Head Office
120 Bremner Boulevard,
Suite #2200,
Toronto, ON M5J 0A8

AIG Insurance Company of Canada
(Herein called the Company)

Renewal Of. 15465463
POLICY NO. 15465463

ITEM 1.

Name of Insured
Hammond Power Solutions Inc
595 Southgate Drive
Guelph, ON N1G 3W6

Producer (Name and Address)
HUB International Limited
595 Bay Street, Suite 900
Toronto, Ontario M5G 2E3

This Declarations page, with policy provisions and endorsements, if any, issued to form a part thereof, completes the above numbered Commercial Umbrella Liability Policy.

ITEM 2. Policy Period	From: December 01, 2021 (12:01 A.M. Standard Time at the address of the Insured stated above)	To: November 01, 2022																
ITEM 3. Limits of Liability	<p>The limit of the Company's liability shall be as stated herein subject to all the terms of this policy having reference thereto</p> <p>A) <u>\$8,000,000</u> Single Limit any one occurrence Bodily Injury or Property Damage or Personal Injury or Advertising Injury or any combination thereof.</p> <p style="text-align: center;">In excess of</p> <p>(1) the amount recoverable under the underlying insurance as set out in the attached Schedule A</p> <p style="text-align: center;">or</p> <p>(2) <u>\$10,000</u> Ultimate net loss in respect of each occurrence not covered by said underlying insurance.</p> <p>(B) <u>\$8,000,000</u> in the aggregate for the policy period or each annual period in accordance with the "Limit of Liability - Retained Limited" Section of the policy.</p>																	
ITEM 4. Premium Computation	<table border="1"> <thead> <tr> <th>Rating Basis</th> <th>Estimated Exposure</th> <th>Rate</th> <th>Audit Period</th> </tr> </thead> <tbody> <tr> <td>Flat</td> <td>Flat</td> <td>Flat</td> <td></td> </tr> <tr> <td>Premium</td> <td>Minimum and Deposit Premium</td> <td>Minimum Retained Premium</td> <td></td> </tr> <tr> <td>\$57,300 Prorated Premium/ \$62,500 Annual Premium</td> <td>\$57,300 Prorated Premium/ \$62,500 Annual Premium</td> <td>Not Applicable</td> <td></td> </tr> </tbody> </table>		Rating Basis	Estimated Exposure	Rate	Audit Period	Flat	Flat	Flat		Premium	Minimum and Deposit Premium	Minimum Retained Premium		\$57,300 Prorated Premium/ \$62,500 Annual Premium	\$57,300 Prorated Premium/ \$62,500 Annual Premium	Not Applicable	
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\$57,300 Prorated Premium/ \$62,500 Annual Premium	\$57,300 Prorated Premium/ \$62,500 Annual Premium	Not Applicable																
ITEM 5.	Forms and Endorsements made part of this policy at time of issue: See attached Schedule																	

Date of Issue November 24, 2021

Countersigned by

Louisa

(Licensed Resident Agent)

103183 (10/09)

FORMS SCHEDULE

Named Insured: Hammond Power Solutions Inc.

Policy Number: 15465463

End't No.	Form Name	Form Number	Edition Date
	COMMERCIAL UMBRELLA LIABILITY POLICY DECLARATIONS	103183	(10/09)
	COMMERCIAL UMBRELLA LIABILITY POLICY	103184	(10/09)
	SCHEDULE OF UNDERLYING	UNSCH	(05/99)
1	Exclusion - Access or Disclosure of Confidential or Personal Information and Data Related Liability Endorsement	CIC7886	(10/19)
2	Aircraft Products and Grounding Exclusion Endorsement	87680	(03/05)
3	Amendment of Damage to Insured's Products Exclusion Endorsement	MLA0516	(04/19)
4	Communicable Disease Exclusion	CIC7943	(02/21)
5	Data Liability Exclusion Endorsement	87700	(03/05)
6	Forest Fire Fighting Expense Exclusion Endorsement	87721	(03/05)
7	Fungus Exclusion Endorsement	87724	(03/05)
8	Lead Exclusion Endorsement	87733	(03/05)
9	Perfluorinated Compounds or Per- And Polyfluoroalkyl Substances (PFAS) Exclusion Endorsement	CIC0965	(05/21)
10	Professional Liability Exclusion Endorsement	87766	(03/05)
11	Radioactive Matter Exclusion Endorsement	87772	(03/05)
12	Silica Exclusion Endorsement	87784	(03/05)
13	Terrorism Exclusion Endorsement	87610	(08/05)
14	Total Pollution Exclusion with Hostile Fire Exception Self-Insured Retention Endorsement	87805	(03/05)
15	Violation of Communication or Information Law Exclusion Endorsement	CIC0707	(01/17)
16	Statutory Conditions Amendatory	CIC7573	(12/20)
17	Advertising Injury and Personal Injury Limitation Endorsement	87677	(03/05)
18	Automobile Liability Limitation Endorsement	87689	(03/05)
19	Contractual Liability Limitation Endorsement	87697	(03/05)
20	Employee Benefits Liability Limitation Claims Made Endorsement	87705	(03/05)
21	Employers Liability Limitation Endorsement	87708	(03/05)
22	Incidental Medical Malpractice Limitation Endorsement	87727	(03/05)
23	Tenant's Legal Liability Limitation Endorsement	87796	(03/05)
24	CrisisResponse® and Excess Casualty CrisisFund® (With Key Executive Fill-in and Recall Expense)	87698	(09/11)
25	Foreign Liability Limitation Endorsement	87720	(03/05)
26	Indiana Amendatory Endorsement - Definition of Pollutants	115924	(10/13)
27	Cancellation Amendment Endorsement	87691	(07/06)
28	Salary Reimbursement Endorsement	CIC0775	(09/18)
29	United States Currency Endorsement	87810	(03/05)
	S.P.F. No. 7 - STANDARD EXCESS AUTOMOBILE POLICY (THIRD PARTY LIABILITY ONLY)	61702	(10/86)



Canadian Head Office
120 Bremner Boulevard, Suite 2200
Toronto, ON M5J 0A8

AIG Insurance Company of Canada
(Herein called the **Company**)

COMMERCIAL UMBRELLA LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in bold print have special meaning as specified in the DEFINITIONS section or elsewhere within the policy.

In consideration of the payment of the premium, and in reliance upon the statements in the Declarations made a part hereof and subject to the limits of liability, exclusions, conditions and other terms of this policy, the Company agrees with the **Insured** named in the Declarations as follows:

INSURING AGREEMENTS

- I. **Coverage** - To pay on behalf of the **Insured** that portion of the **Ultimate Net Loss** in excess of the retained limit which the **Insured** shall become legally obligated to pay as damages for liability imposed upon the **Insured** by law, or liability assumed by the **Insured** under contract, because of **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** that takes place during the policy period and is caused by an **Occurrence** happening anywhere in the world.
- II. **Defense, Settlement, Supplementary Payments** - (The provisions of this Insuring Agreement apply solely to **Occurrences** covered under this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance as stated in the Declarations or any other underlying insurance providing coverage to the **Insured**, whether collectible or not. This Insuring Agreement shall also apply to **Occurrences** covered under this policy and not covered by any underlying insurance due to exhaustion of any aggregate limits by reason of any losses paid thereunder.)

The Company shall:

- A. have the right and duty to defend any claim or suit against the **Insured** alleging liability insured under the provisions of this policy and seeking recovery for damages on account thereof even if such suit is groundless, false or fraudulent, but the Company shall have the right to make such investigation and negotiation and settlement of any claim or suit as may be deemed expedient by the Company;
- B. pay all premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such suit, but without any obligation to apply for or furnish such bonds, all costs assessed against the **Insured** in any such suit, all expenses incurred by the Company and all interest accruing on that part of any judgment which does not exceed the applicable limit of liability after entry of judgment until the Company has paid, tendered or deposited in court that part of the judgment as does not exceed the applicable limit of liability of this policy; and
- C. reimburse the **Insured** for all reasonable expenses incurred at the Company's request, including actual loss of wages or salary, but not loss of other income, not to exceed \$250 per day, because of the **Insured's** attendance at hearings or trials at such request.

The Company agrees to pay the amounts incurred under this Insuring Agreement II, except in settlement of claims and suits, in addition to the limits of liability stated in the Declarations, and such defense and supplementary payments shall not be included as part of the **Ultimate Net Loss**. Provided, however, that if such defense and supplementary payments reduce the applicable limits of underlying policies listed in the Schedule of Underlying Insurance, then such amounts shall be included as part of the **Ultimate Net Loss**.

In all other instances except A. above, the Company will have no duty and shall not be obligated to assume charge of the investigation, settlement or defense of any claim made, suit brought or proceeding instituted against the **Insured**. The Company will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claims, suits or proceedings relative to any **Occurrence** which, in the Company's opinion, may create liability on its part under the terms of this policy. If the Company exercises such right, the Company will do so at its own expense.

The **Insured** shall promptly reimburse the Company (excepting defense costs) for any amount of **Ultimate Net Loss** paid on behalf of the **Insured** within the retained limit specified in Item 3 (A-2) of the Declarations.

Insuring Agreements I and II shall cease to apply after the applicable limits of the Company's liability have been exhausted by payment of judgments or settlements.

LIMITS OF LIABILITY - RETAINED LIMIT

A. The Company shall be liable only for that portion of the **Ultimate Net Loss** excess of the **Insured's** retained limit defined as either:

1. the total of the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance hereof, and/or the applicable limits of any other underlying insurance providing coverage to the **Insured**; or
2. the amount stated in Item 3 (A-2) of the Declarations as the result of any one **Occurrence** not covered by such underlying policies of insurance,

and then up to an amount not exceeding the amount as stated in Item 3 (A) of the Declarations as the result of any one **Occurrence**.

B. In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder during the policy period, this policy shall, subject to its terms and conditions and the limits of liability stated in Items 3(A) and 3(B) of the Declarations:

1. in the event of reduction, pay excess of the reduced underlying insurance; or
2. in the event of exhaustion of the limits of liability, continue in force as underlying insurance.

C. There is no limit to the number of **Occurrences** during the policy period for which claims may be made, except that the Company's total limit of liability arising out of the **Products Hazard** or the **Completed Operations Hazard** or both combined shall not exceed the amount stated in Item 3(B) of the Declarations as respects all **Occurrences** during each annual period commencing with the effective or anniversary date of this policy.

In those cases where the underlying insurance listed in the Schedule of Underlying Insurance contains coverage(s), which are subject to an aggregate limit of liability for all insured damages, the Company's liability shall likewise be limited to the amount stated in Item 3(B) of the Declarations with respect to all **Occurrences** during each annual period while this policy is in force commencing from its effective date. The umbrella policy aggregate limit, so amended, shall apply separately to each underlying insurance coverage which carries an aggregate limit in the policy of underlying insurance.

D. This policy is subject to a per **Occurrence** limit of liability as stated in the Declarations. For the purpose of determining the limit of the Company's liability, all **Bodily Injury** or **Property Damage** arising out of continuous, repeated, or related exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence**. With respect to **Personal Injury** or **Advertising Injury**, all damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used, and the number of claimants shall be deemed to arise out of one **Occurrence**.

EXCLUSIONS

This policy shall not apply to:

- A. any obligation for which the **Insured** or any carrier as its insurer may be held liable under any worker's compensation, occupational disease, unemployment compensation, or disability benefits law, or under any similar law;
- B. any obligation for which the **Insured** may be liable under any "no fault benefits" or "uninsured or underinsured motorists" law;
- C. the loss of use of tangible property, which has not been physically injured or destroyed, resulting from:
 - 1. a delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement; or
 - 2. the failure of the **Insured's Products** or work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Insured's Products** or work performed by or on behalf of the **Insured** after such products or work have been put to use by any person or organization other than an **Insured**;
- D. **Property Damage** to:
 - 1. the **Insured's Products** arising out of such products or any part of such products; or
 - 2. work performed by or on behalf of the **Insured** arising out of the work or any portion thereof, or out of material, parts or equipment furnished in connection therewith;
- E. **Property Damage** to:
 - 1. property occupied by or leased to the **Insured**;
 - 2. property owned or used by the **Insured**; or
 - 3. property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;
- F. damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the **Insured's Products** or work completed by or for the **Insured** or of any property of which such products or work form a part, if such product, work or property are withdrawn from the market or from use by anyone because of any known or suspected defect or deficiency therein;
- G. **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - 1. any watercraft, or
 - 2. any aircraft.

However, if insurance for **Bodily Injury or Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of watercraft is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. Coverage under this policy for such **Bodily Injury or Property Damage** will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the policy period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance;

H. liability of any employee of the **Insured** with respect to **Bodily Injury or Personal Injury** to another employee of the same employer injured in the course of such employment. However, if insurance for such **Bodily Injury or Personal Injury** is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. Coverage under this policy for such **Bodily Injury or Personal Injury** will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the policy period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance;

I. **Advertising Injury:**

1. arising out of breach of contract or failure of performance of contract;
2. arising out of trademark or trade name infringement;
3. arising out of the wrong description of or mistake in the advertised price of goods, products or services;
4. arising out of the failure of goods, products or services to conform with any statement of quality or performance made; or
5. committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting;

J. any liability:

1. a) with respect to which the **Insured** under the policy is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability - Property Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or
- b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 of the United States of America, or any law amendatory thereof, or (2) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization;
2. relating to immediate medical or surgical relief to or expenses incurred with respect to **Bodily Injury**, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

3. resulting from the hazardous properties of nuclear material, if:

- a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an **Insured** or (2) has been discharged or dispensed therefrom;
- b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
- c) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c) applies only to injury to or destruction of such a nuclear facility or any property at such a nuclear facility;

As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material" and "by-product material" have meanings given them in the Atomic Energy Act of 1954 of the United States of America or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (i) or (ii) thereof;

"nuclear facility" means:

- (i) any nuclear reactor;
- (ii) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (iv) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the words "injury" or "destruction" include all forms of radioactive contamination of property;

- K. 1. **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere in the world at any time;

2. any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
3. any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **Pollutants**;
- L. any liability arising directly or indirectly as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution;
- M. any obligation of the Insured under the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revision thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world;
- N. any liability arising out of:
 1. failure to hire any prospective employee or any applicant for employment;
 2. termination of any employee;
 3. failure to promote or advance any employee; or
 4. employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a present, past, future or prospective employee.

This exclusion applies:

1. whether the Insured may be liable as an employer or in any other capacity; and
 2. to any obligation to share damages with or repay someone else who must pay damages because of the injury;
- O. any liability arising out of:
1. the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
 2. any obligation of the Insured to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
 3. any obligation to defend any suit or claim against the Insured that seeks damages if such suit or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- P. any liability arising out of:
1. the purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;

2. any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
3. any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument;

Q. **Bodily Injury or Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to **Bodily Injury or Property Damage** resulting from the use of reasonable force to protect persons or property;

R. **Bodily Injury or Property Damage** for which any **Insured** may be held liable by reason of:

1. causing or contributing to the intoxication of any person;
2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, if insurance for such **Bodily Injury or Property Damage** is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. Coverage under this policy for such **Bodily Injury or Property Damage** will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the policy period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

A. **ADVERTISING INJURY** means liability for damage because of:

1. libel, slander or defamation of character;
2. infringement of copyright or title or of slogan;
3. piracy or unfair competition or idea misappropriation under an implied contract; or
4. invasion of the rights of privacy,

which arises solely out of the **Insured's** paid broadcast, publication or telecast to the general public or specific market segments, during the policy period, about the **Insured's** goods, products or services for the purpose of attracting customers or supporters.

B. **BODILY INJURY** means bodily injury, sickness, disability or disease, including death resulting anytime therefrom. **Bodily Injury** shall also mean mental injury, mental anguish, humiliation, shock, fright or death if directly resulting from bodily injury, sickness, disability or disease.

C. **COMPLETED OPERATIONS HAZARD** means **Bodily Injury or Property Damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Bodily Injury or Property Damage** occurs after such operations have been completed or abandoned

and occurs away from premises owned by or rented to the **Insured**. "Operations" include materials, parts or equipment furnished in connection therewith.

Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **Insured** under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the **Insured** at the site of the operations have been completed,
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service or maintenance work, or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The Completed Operations Hazard does not include **Bodily Injury** or **Property Damage** arising out of:

1. operations in connection with the transportation of property, unless the **Bodily Injury** or **Property Damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,
2. the existence of tools, uninstalled equipment or abandoned or unused materials.

D. **INSURED** means each of the following to the extent set forth below:

1. (a) the Named Insured stated in Item 1 of the Declarations and any companies that are subsidiaries or owned or controlled by said Named Insured on the inception date of the policy;
(b) any additional companies that become subsidiaries or owned or controlled companies of said Named Insured provided notice is given to the Company within thirty (30) days thereof;
2. If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such, however, if the Named Insured is a partnership, this policy does not apply to an automobile owned by or registered in the name of a partner thereof. This policy does not apply to **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured. If the Named Insured is designated in the Declarations as an individual, the person so designated, but only with respect to the conduct of a business of which he is the sole proprietor;
3. any person, organization, trustee or estate to whom or to which the Named Insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of the Named Insured or to the facilities of or used by the Named Insured;
4. subject to the terms and conditions of this policy, any additional **Insured** included in the underlying insurance, but only to the extent that insurance is available to such additional **Insured** under such underlying insurance;
5. except with respect to ownership, maintenance or use including loading or unloading of any automobiles or aircraft, any partner, executive, officer, director, stockholder or employee of the Named Insured, while acting in his capacity as such and any organization or proprietor with respect to real estate management for the Named Insured;

6. any person while using any automobile owned by the Named Insured or any automobile loaned to the Named Insured or hired for use on behalf of the Named Insured and any person legally responsible for the use thereof provided the actual use thereof is with the permission of the Named Insured, and any executive officer, director or stockholder of the Named Insured with respect to the use of an automobile or watercraft not owned by the Named Insured in the business of the Named Insured. The insurance with respect to any person or organization other than the Named Insured does not apply under this provision (6):

(a) to any person or organization, to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place, with respect to any **Occurrence** arising out of the operation thereof;

(b) with respect to any automobile hired by or loaned to the Named Insured, to the owner or lessee thereof other than the Named Insured, or to any agent or employee of such owner or lessee;

The inclusion or addition hereunder of more than one **Insured** shall not operate to increase the Company's limit of liability.

E. **INSURED'S PRODUCTS** means goods or products, other than real property, manufactured, sold, handled or distributed by the **Insured** or by others trading under his name, including any container thereof (other than a vehicle), but **Insured's Products** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

F. **OCCURRENCE** means:

1. With respect to **Bodily injury** or **Property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions shall be deemed to arise out of one **Occurrence**.
2. With respect to **Personal Injury** or **Advertising Injury**, an offense arising out of the **Insured's** business that causes **Personal Injury** or **Advertising Injury**. All damages that arise from the same or related injurious material or act shall be deemed to arise out of one **Occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

G. **PERSONAL INJURY** means:

1. false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation;
2. libel, slander, defamation of character or invasion of right of privacy unless arising out of **Advertising Injury**; or
3. assault and battery that is not committed by or at the direction of the **Insured**, unless committed for the purpose of preventing or eliminating danger to persons or property;

occurring during the policy period.

H. **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

I. **PRODUCTS HAZARD** includes **Bodily Injury** or **Property Damage** arising out of the **Insured's Products** or reliance upon a representation or warranty with respect thereto, but only if the **Bodily Injury** or **Property Damage** occurs away from premises owned by or rented to the **Insured** and after physical possession has been relinquished to others.

- J. **PROPERTY DAMAGE** shall mean (1) physical injury to or destruction of tangible property, which occurs during the policy period, including loss of use thereof at any time resulting therefrom; or (2) loss of use of tangible property, which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence** during the policy period.
- K. **ULTIMATE NET LOSS** - Except as provided in Insuring Agreement II, "Defense", the term "Ultimate Net Loss" shall mean the total sum which the **Insured**, or any company as its insurer, or both become obligated to pay by reason of **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** claims, either through adjudication or settlement, and shall also include hospital, medical, and funeral charges and all sums paid or payable as salaries, wages, compensation, fees, charges, interest, expenses for doctors, nurses, and investigators and other persons, and for settlement, adjustment, investigation and defense of claims and excluding only the salaries of the **Insured** or any of the underlying Insurer's permanent employees.

The Company shall not be liable for expenses as aforesaid when such are covered by underlying policies of insurance whether collectible or not.

CONDITIONS

1. Canadian Currency - All limits of insurance, premium, and other monetary amounts as expressed in this policy are in Canadian Currency unless specifically stated otherwise.
2. Premium - The premium for this policy is a flat premium and is not subject to adjustment except that additional premiums may be required for any additional **Insureds** as outlined in Definition D. **Insured**, except as provided in Condition 15 "Cancellation", or except if this policy is subject to audit adjustment, the premium may be based upon the rating basis as set forth in the Declarations during the policy period. Upon expiration of this policy or its termination during the policy period, or at the end of each policy year, the earned premium shall be computed as specified herein. If the earned premium is more than the advance premium paid, the **Insured** shall promptly pay the excess to the Company; if less, the Company shall return to the **Insured** the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve (12) months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.
3. Prior Insurance and Non-Cumulation of Liability - It is agreed, that if any loss is also covered in whole or in part under any other excess policy issued to the **Insured** prior to the inception date hereof, the Company's limit of liability as stated in Item 3 of the Declarations shall be reduced by any amounts due the **Insured** on account of any such loss under such prior insurance.
4. Severability of Interest - Subject to exclusion H, in the event of claims being made by reason of **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** suffered by one **Insured** herein for which another **Insured** herein is or may be liable, this policy shall cover such **Insured** against whom a claim is made or may be made in the same manner as if separate policies had been issued to each **Insured** herein. Nothing contained herein shall operate to increase the Company's limits of liability as set forth in the Limits of Liability section.
5. Notice of Occurrence - Whenever the **Insured** has information from which the **Insured** may reasonably conclude that an **Occurrence** covered hereunder involved injuries or damage which, in the event that the **Insured** should be held liable is likely to involve this policy, immediate notice shall be sent to the Company.
6. Inspection and Audit - The Company shall be permitted but not obligated to inspect the **Insured's** property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe. The Company may examine and audit

the Insured's books and records at any time during the policy and extensions thereof and within three (3) years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

7. Maintenance of Underlying Insurance - The policy or policies referred to in the Schedule of Underlying Insurance, and any renewal or replacement thereof, not more restrictive, shall be maintained by the Insured in full effect during the currency of this policy without alteration of terms or conditions except for any reduction of the aggregate limit or limits contained therein solely by payment of claims. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as it would have been had the Insured so maintained such policy or policies.
8. Bankruptcy or Insolvency of Underlying Insurance - It is agreed that the liability of the Company shall not be increased by the refusal or inability of the Insured to pay any self-insured amount or by the refusal or inability of any underlying insurer to pay, whether by reason of insolvency, bankruptcy, or otherwise.
9. Assistance and Cooperation - Except as provided by Insuring Agreement II, "Defense", the Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurer, or both, in the defense and control of any claim, suit or proceeding relative to any Occurrence where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Insured, the underlying insurers and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.
10. Appeals - In the event the Insured or the Insured's underlying insurer(s) elects not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at its own cost and expense and shall be liable for the assessable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company, for the Ultimate Net Loss, exceed the amount set forth in Item 3(A) of the Declarations for any one Occurrence plus the cost and expense of such appeal.
11. Other Insurance - If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered hereunder, this insurance shall be excess of, and shall not contribute with such other insurance. Excess insurance over the Limits of Liability expressed in this policy is permitted without prejudice to this insurance and the existence of such insurance shall not reduce any liability under this policy.
12. Application of Salvages - Subrogation - All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this clause shall be construed or mean that losses under this insurance are not recoverable until the Insured's Ultimate Net Loss has been finally ascertained. Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot always be exclusively subrogated to the Company. It is therefore understood and agreed that in case of any payment hereunder, the Company shall have the right and duty to act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company shall then be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is excess are entitled to claim the residue, if any. Expense necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.
13. Changes - Notice to or knowledge possessed by any person shall not affect a waiver or change in any part of this policy or stop the Company from asserting any rights under the terms of this policy; nor shall the

terms of this policy be waived or changed, except by endorsement issued to form a part thereof, signed by an authorized representative of the Company.

14. Assignment - Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

15. Cancellation - This policy may be cancelled by the Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company or any of its authorized agents, written notice stating when thereafter such cancellation shall be effective. The policy may be cancelled by the Company by mailing to the Insured at the address shown in Item 1 of the Declarations, written notice stating when, not less than thirty (30) days thereafter, fifteen (15) days with respect to cancellation for nonpayment of premium, such cancellation shall be effective. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. If the Insured cancels, earned premium or minimum retained premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum retained premium, whichever is greater, shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The cheque of the Company or its representative mailed or delivered, shall be sufficient tender of any refund due the Insured.

If this policy insures more than one Insured, cancellation may be effected by the first of such Insureds for the account of all Insureds: the notice of cancellation by the Company to such first Insured shall be notice to all Insureds. Payment of any unearned premium to such first Insured shall be for the account of all interests in such payment.

16. Bankruptcy and Insolvency - In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be relieved thereby the payment of any claims hereunder because of such bankruptcy or insolvency.

17. First Named Insured - The first Named Insured in Item 1 of the Declarations, shall be responsible for payment of all premiums, and shall act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any return premium, that may become payable under this policy.

18. Transfer of Rights of Recovery

1. If any Insured has rights to recover all or part of any payment the Company has made under this policy, those rights are transferred to the Company. The Insured must do nothing after loss to impair these rights and must help the Company enforce them.

2. Any recoveries will be applied as follows:

- a. any person or organization, including the Insured, that has paid an amount in excess of the applicable Limits of Liability of this policy will be reimbursed first;
- b. the Company then will be reimbursed up to the amount it has paid; and
- c. lastly, any person or organization, including the Insured that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the Insured, in the ratio of their respective recoveries as finally settled.

3. If, prior to the time of an Occurrence, the Insured waives any right of recovery against a specific person or organization for injury or damage as required under a contract, the Company will also waive any rights it may have against such person or organization.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Company to all the terms of this policy.



President and Chief Executive Officer

AIG Insurance Company of Canada

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Company, either below or on the Declarations page of the policy.



Authorized Representative

SCHEDULE OF UNDERLYING INSURANCE

Issued to: Hammond Power Solutions Inc.		Forms a part of Policy No.: 15465463
By : AIG INSURANCE COMPANY OF CANADA		Effective: December 01, 2021
<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
COMMERCIAL GENERAL LIABILITY (D/C/DIL OVER THE USA POLICY)	AIG INSURANCE COMPANY OF CANADA POLICY #GL 41767297 12/01/2021 - 11/01/2022	USD\$2,000,000 EACH OCCURRENCE USD\$2,000,000 PRODUCTS/C. OPS AGGREGATE USD\$10,000,000 GENERAL AGGREGATE Defense Expenses are in addition to the limit of liability
NON-OWNED AUTOMOBILE LIABILITY (CANADA/US ONLY) (D/C/DIL OVER THE USA POLICY)	AIG INSURANCE COMPANY OF CANADA POLICY #GL 41767297 12/01/2021 - 11/01/2022	USD\$2,000,000 PER ACCIDENT Defense Expenses are in addition to the limit of liability
EMPLOYERS LIABILITY (CANADIAN EMPLOYEES ONLY PERFORMING WORK IN CANADA) (D/C/DIL OVER THE USA POLICY)	AIG INSURANCE COMPANY OF CANADA POLICY #GL 41767297 12/01/2021 - 11/01/2022	USD\$2,000,000 EACH PERSON/EACH ACCIDENT Defense Expenses are in addition to the limit of liability
ADVERTISING AND PERSONAL LIABILITY (D/C/DIL OVER THE USA POLICY)	AIG INSURANCE COMPANY OF CANADA POLICY #GL 41767297 12/01/2021 - 11/01/2022	USD\$2,000,000 EACH OCCURRENCE Defense Expenses are in addition to the limit of liability
DAMAGE TO PREMISES RENTED TO YOU (D/C/DIL OVER THE USA POLICY)	AIG INSURANCE COMPANY OF CANADA POLICY #GL 41767297 12/01/2021 - 11/01/2022	USD\$2,000,000 ANY ONE PREMISES Defense Expenses are in addition to the limit of liability
EMPLOYEE BENEFITS LIABILITY EACH WRONGFUL ACT AND ANNUAL AGGREGATE (D/C/DIL OVER THE USA POLICY)	AIG INSURANCE COMPANY OF CANADA POLICY #GL 41767297 12/01/2021 - 11/01/2022 RETRO DATE: 11/01/16	USD\$2,000,000 EACH WRONGFUL ACT AND ANNUAL AGGREGATE Defense Expenses are in addition to the limit of liability
OWNED, HIRED AND NON-OWNED AUTO LIABILITY FOREIGN ONLY (EXCLUDING CANADA/USA) (D/C/DIL OVER THE USA POLICY)	AIG INSURANCE COMPANY OF CANADA POLICY #GL 41767297 12/01/2021 - 11/01/2022	USD\$2,000,000 EACH OCCURRENCE Defense Expenses are in addition to the limit of liability

SCHEDULE OF UNDERLYING INSURANCE

Issued to: Hammond Power Solutions Inc.

Forms a part of Policy No.: 15465463

By : AIG INSURANCE COMPANY OF CANADA

Effective: December 01, 2021

AUTOMOBILE LIABILITY
(CANADA)

AIG INSURANCE COMPANY
OF CANADA
POLICY #CA 73813101
12/01/2021 - 11/01/2022

USD\$1,000,000 INCLUSIVE, EACH ACCIDENT
Defense Expenses are in addition to the limit of liability

AUTOMOBILE LIABILITY
(USA)

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA
POLICY #CA 4779685
12/01/2021 - 11/01/2022

USD\$1,000,000 INCLUSIVE, EACH ACCIDENT
Defense Expenses are in addition to the limit of liability

EMPLOYER'S LIABILITY
(GA, NY, PA, SC, TX, WI)

THE INSURANCE COMPANY OF THE
STATE OF PENNSYLVANIA
POLICY #WC 020765356
12/01/2021 - 11/01/2022

USD\$1,000,000 EACH ACCIDENT
USD\$1,000,000 DISEASE EACH EMPLOYEE
USD\$1,000,000 DISEASE POLICY LIMIT
Defense Expenses are in addition to the limit of liability

EMPLOYER'S LIABILITY
(CA)


GRANITE STATE INSURANCE COMPANY
POLICY #WC 020765357
12/01/2021 - 11/01/2022

USD\$1,000,000 EACH ACCIDENT
USD\$1,000,000 DISEASE EACH EMPLOYEE
USD\$1,000,000 DISEASE POLICY LIMIT
Defense Expenses are in addition to the limit of liability

EMPLOYER'S LIABILITY
(FOREIGN EMPLOYERS LIABILITY)
WORLD SOURCE

THE INSURANCE COMPANY OF THE
STATE OF PENNSYLVANIA
POLICY #WS11009442
12/01/2021 - 11/01/2022

USD\$1,000,000 EACH ACCIDENT
USD\$1,000,000 COVERAGE PART LIMIT
USD\$1,000,000 DISEASE EACH EMPLOYEE
Defense Expenses are in addition to the limit of liability



Authorized Representative
or Countersignature (where applicable)

Endorsement # 1

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

**EXCLUSION- ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA RELATED LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

IT IS AGREED AND UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS EXCLUSION WILL SUPERSEDE.

- A. The following exclusion is added to the policy and supersedes any similar exclusion included in the policy or by endorsement:

Access or Disclosure of Confidential or Personal Information; Electronic Data

This insurance does not apply to any liability arising out of:

1. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described above.

- B. For the purpose of this endorsement, the following definition applies:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

If the policy to which this endorsement is attached uses boldface terms for defined terms, then the quotation marks above shall be treated as if such terms were contained within boldface terms.

All other terms, conditions and exclusions of the policy remain unchanged.

November 24, 2021

Date

CIC7886 (10/19)



AIG Insurance Company of Canada

Endorsement # 2

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

any liability included within the **Products Hazard** or **Completed Operations Hazard** relating to:

1. aircraft and any ground support or control equipment used therewith;
2. any other goods or products manufactured, sold, handled or distributed by the **Insured** or any services provided or recommended by the **Insured** or by others trading under the **Insured's** name for use in the manufacture, repair, operation or use of any aircraft; or
3. any articles furnished by the **Insured**, its predecessors, or by others trading under the **Insured's** name and installed in aircraft or used in connection with aircraft or for spare parts for aircraft including but not limited to ground handling tools and equipment; training aids, instructions, manuals, blueprints, engineering or other advice or service relating to aircraft and any labor relating to such aircraft or articles.

For the purpose of this endorsement, aircraft includes missiles, spacecraft and launch vehicles.

In addition, this insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the **Grounding** of any aircraft.

The DEFINITIONS section is amended to include the following additional definition:

GROUNDING means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft, or any part thereof sold, manufactured, handled or distributed by the **Insured** or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the **Insured** or with tools, machinery or other equipment furnished to such persons or organizations by the **Insured**, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A **Grounding** will be deemed to commence on the date of an **Occurrence** which discloses such defect, fault, or condition or on the date an aircraft is first withdrawn

Endorsement # 2 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

from service on account of such defect, default or condition, whichever occurs first.
All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87680 (03/05)



AIG Insurance Company of Canada

Page 2 of 2

Endorsement # 3

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

AMENDMENT OF DAMAGE TO INSURED'S PRODUCTS EXCLUSION ENDORSEMENT

This policy is amended as follows:

The **EXCLUSIONS** section, Paragraph D.1 is deleted in its entirety and replaced with the following:

This policy shall not apply to:

D. **Property Damage** to:

1. that particular part of the Insured's Products that is caused by the part itself; or

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

MLA0516 (04/19)



AIG Insurance Company of Canada

Endorsement # 4

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 Issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided by this policy:

Notwithstanding any other provision of this policy to the contrary, this insurance does not apply to any liability or any other loss, cost, damage, expense, injury, claim or suit, arising out of, or resulting directly or indirectly, in whole or in part from a "communicable disease".

As used herein, "communicable disease" means any infectious or contagious substance:

1. Including, but not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and
2. Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal,

that can cause or threaten damage to human health or human welfare or causes or threatens contamination to property.

For avoidance of doubt, this insurance does not apply to any cost or expense to clean-up, decontaminate, remove, monitor or test for a "communicable disease".

All other terms, conditions and exclusions of the policy remain unchanged.

November 24, 2021

Date

CIC7943 (02/21)



AIG Insurance Company of Canada

Endorsement # 5

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 Issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

DATA LIABILITY EXCLUSION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional

exclusion: This policy shall not apply to:

any liability for or arising directly or indirectly from:

1. erasure, destruction, corruption, misappropriation, disruption or misinterpretation of Data;
2. erroneous creation of, amendment to, entering of, deletion or use of Data;
3. distribution, display, communication, publication, broadcast or telecast of Data by, on or through an internet web site, portal, intranet, extranet, electronic mail system, local area network or similar mechanism, device or system;
4. any loss of use of real, personal or other property resulting directly or indirectly from items 1, 2 or 3 above.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the occurrence, injury, damage or loss.

The DEFINITIONS section is amended to include the following additional definition:

DATA means electronic information created, recorded, stored, transmitted, transferred or otherwise communicated in digital or other intangible form by electronic, magnetic or optical means or any other means capable of storing, retrieving, scanning, reproducing or viewing electronic information.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87700 (03/05)


AIG Insurance Company of Canada

Endorsement # 6

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY
FOREST FIRE FIGHTING EXPENSE EXCLUSION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

any liability for the cost of controlling and extinguishing forest fires.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87721 (03/05)


AIG Insurance Company of Canada

Endorsement # 7

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

FUNGUS EXCLUSION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS sections is amended to include the following additional exclusion:

This policy shall not apply to:

any liability arising from or associated with clean-up, remediation, containment, removal or abatement caused directly or indirectly, in whole or in part, by:

- a. Any Fungus(i), Molds(s), mildew or yeast, or
- b. Any Spore(s) or toxins created or produced by or emanating from such Fungus(i), Mold(s), mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any Fungus(i), Mold(s), mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any Fungus(i), Mold(s), mildew, yeast, or Spore(s) or toxins emanating therefrom.

Paragraphs a., b., c. and d. above apply regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

Endorsement # 7 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of

Policy No. 15465463 Issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

The DEFINITIONS section is amended to include the following additional definitions:

FUNGUS(I) includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.

MOLD(S) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

SPORE(S) means any dormant or reproductive body produced by or arising or emanating out of any Fungus(I), Mold(s), mildew, plants, organisms or microorganisms.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87724 (03/05)



AIG Insurance Company of Canada

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Endorsement # 8

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

LEAD EXCLUSION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This insurance shall not apply to:

any liability arising out of lead or any product(s) containing lead.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87733 (03/05)



AIG Insurance Company of Canada

Endorsement # 9

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

PERFLUORINATED COMPOUNDS OR PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)
EXCLUSION ENDORSEMENT

IT IS UNDERSTOOD THAT TO THE EXTENT ANY COVERAGE MAY OTHERWISE BE PROVIDED UNDER THIS POLICY OR ANY OF ITS ENDORSEMENTS, THE PROVISIONS OF THIS EXCLUSION WILL SUPERSEDE.

This policy is amended as follows:

EXCLUSIONS is amended to include the following additional exclusion:

PERFLUORINATED COMPOUNDS OR PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This insurance does not apply to any liability or any other loss, cost, damage, expense, injury, claim or suit, or allegations thereof, caused by, arising out of, or resulting directly or indirectly, in whole or in part from perfluorinated compounds ("PFC") or per- and polyfluoroalkyl substances (collectively, "PFAS"), including but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorononanoic acid (PFNA), perfluorobutyric acid (PFBA), perfluorobutane sulfonic acid (PFBS), perfluoropentanoic acid (PFPeA), perfluorohexane sulfonic acid (PFHxS), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctane sulfonamide (PFSOA), perfluorodecanoic acid (PFDA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTrDA), perfluorotetradecanoic acid (PFTeDA), 6:2 Fluorotelomer sulfonate (6:2 FTS), GenX and other replacement PFAS or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, including additions and amendments thereto.

Endorsement # 9 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 Issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

This insurance also does not apply to any liability or any other loss, cost, damage, expense, injury, claim or suit, or allegations thereof, caused by, arising out of, or resulting directly or indirectly, in whole or in part from any substance or product made of, made with or containing any of the substances or products or ingredients encompassed by the paragraph above, or any combination of these substances or products or ingredients; any substance or product encompassed by the paragraph above that is sold or distributed under any of the substances' or products' trade names; or any substance or product which has the same or substantially similar chemical formulation, structure, function as any of the substances or products encompassed by the paragraph above, by whatever name manufactured, prepared, promoted, marketed, sold, handled, formulated, structured, distributed or prescribed.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFAS-related liability or any other loss, cost, damage, expense, injury, claim or suit, or allegations thereof.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

CIC0965 (05/21)


AIG Insurance Company of Canada

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Endorsement # 10

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY
PROFESSIONAL LIABILITY EXCLUSION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

any liability arising from any act, error, omission, malpractice or mistake of a professional nature
committed or alleged to have been committed by or on behalf of the Insured.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87766 (03/05)



AIG Insurance Company of Canada

Endorsement # 11

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY
RADIOACTIVE MATTER EXCLUSION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

any liability arising out of radioactive matter or any form of radiation.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87772 (03/05)



AIG Insurance Company of Canada

Endorsement # 12

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 Issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

SILICA EXCLUSION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

any liability arising out of Silica, Silica fiber(s) or Silica Dust or any product(s) containing Silica, Silica fiber(s) or Silica Dust.

The DEFINITIONS section is amended to include the following additional definitions:

SILICA means:

1. The substance commonly known as Silica; and
2. Any substance or product which has the same or substantially similar chemical formulation, structure or function as Silica, by whatever name manufactured, formulated, structured, sold or distributed.

SILICA DUST means:

1. Dust comprising of Silica only; and
2. Dust comprising of Silica mixed with other dust or fiber(s) including, but not limited to, asbestos fibers.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87784 (03/05)



AIG Insurance Company of Canada

Endorsement # 13

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 Issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

TERRORISM EXCLUSION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising directly or indirectly as a result of or in connection with **Terrorism** including, but not limited to, any contemporaneous or ensuing **Bodily Injury or Property Damage** caused by fire, looting or theft.

The DEFINITIONS section is amended to include the following additional definition:

TERRORISM means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by either the Government of the United States of America, the Canadian Government or the governing body of the country where the act occurred as an act of **Terrorism**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87610 (08/05)



AIG Insurance Company of Canada

Endorsement # 14

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

**TOTAL POLLUTION EXCLUSION WITH HOSTILE FIRE EXCEPTION SELF-INSURED
RETENTION ENDORSEMENT**

This policy is amended as follows:

The EXCLUSIONS section, Paragraph K. is deleted in its entirety and replaced by the following:

This policy shall not apply to:

1. Any Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants anywhere in the world at any time;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants; or
3. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Pollutants.

However, Paragraph 1. of this exclusion will not apply to Bodily Injury or Property Damage arising out of heat, smoke or fumes from a Hostile Fire.

However, nothing contained in this endorsement will operate to provide any coverage with respect to:

1. Any site or location principally used by the Insured, or by others on the Insured's behalf, for the handling, storage, disposal, dumping, processing or treatment of waste;
2. Any fines or penalties;
3. Any clean-up loss, cost or expense arising out of any governmental request, demand, order or statutory or regulatory requirement. However, this provision 3. shall not apply to third party clean-up loss, cost or expense otherwise covered by this endorsement that are also the subject of a governmental request, demand, order or statutory or regulatory requirement;

Endorsement # 14 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of

Policy No. 15465463

Issued to Hammond Power Solutions Inc

By: AIG Insurance Company of Canada

4. Acid rain or acid runoff;
5. Clean-up, removal, containment, treatment, detoxification or neutralization of **Pollutants** situated on premises which the **Insured** owns, rents or occupies at the time of the actual discharge, dispersal, seepage, migration, release or escape of said **Pollutants**; or
6. Any **Bodily Injury, Property Damage, Personal Injury or Advertising Injury**, or any loss, cost or expense arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** in knowing violation of or noncompliance with governmental permits.

For the purpose of this endorsement only, the following Self-Insured Retention will apply:

\$2,000,000 Each Occurrence (As respects all damages arising out of any discharge, dispersal, seepage, migration, release or escape of **Pollutants** covered under this endorsement). This Self-Insured Retention will not be reduced by **Defense Expenses**.

The above Self-Insured Retention applies whether or not there are any available policies listed in the Schedule of Underlying Insurance or other insurance providing coverage to the **Insured**. If there are policies listed in the Schedule of Underlying Insurance or other insurance providing coverage to the **Insured** applicable to a loss, amounts received through such policies listed in the Schedule of Underlying Insurance or other insurance providing coverage to the **Insured** for payment of the loss may be applied to reduce or exhaust the above Self-Insured Retention. However, in no event will amounts received through such policies listed in the Schedule of Underlying Insurance or other insurance providing coverage to the **Insured** for the payment of **Defense Expenses** reduce the above Self-Insured Retention

For the purpose of this endorsement only, the Defense, Settlement, Supplementary Payments subsection under the INSURING AGREEMENTS section is deleted in its entirety and replaced by the following:

The Company will not be obligated to assume charge of the investigation, settlement or defense of any claim made, suit brought or proceeding instituted against the **Insured**. The Company will, however, have the right and shall be given the opportunity to participate in the defense and trial of any claims, suits or proceedings relative to any **Occurrence** which, in the Company's opinion, may create liability on the Company's part under the terms of this policy. If the Company exercises such right, the Company will do so at its own expense.

Endorsement # 14 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 Issued to Hammond Power Solutions Inc
By: AIG Insurance Company of Canada

For the purpose of this endorsement only, the DEFINITIONS section is amended to include the following additional definitions:

DEFENSE EXPENSES means any payment allocated to a specific loss, claim or suit for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or suit;
4. Costs taxed against the Insured in any claim or suit;
5. Pre-judgment interest awarded against the Insured; and
6. Interest that accrues after entry of judgment.

HOSTILE FIRE means one which becomes uncontrollable or breaks out from where it was intended to be.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87805 (03/05)



AIG Insurance Company of Canada

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Endorsement # 15

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY

**VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION AMENDATORY
ENDORSEMENT**

This endorsement modifies insurance provided by the policy:

The following exclusion is added to the policy, and supersedes any similar exclusion included in the policy or by endorsement:

Violation of statutes in connection with sending, transmitting or communicating any material or information

This insurance does not apply to any loss, injury, damage, claim, "suit", cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, provincial, territorial or local government, including any amendment of or addition to such laws, which addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information, by any means whatsoever.

If the policy to which this endorsement is attached uses boldface terms for defined terms, then the quotation marks above shall be treated as if such terms were contained within boldface terms.

All other terms and conditions of the policy remain the same.

November 24, 2021

Date

CIC0707 (01/17)



AIG Insurance Company of Canada

Endorsement # 16

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 Issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

STATUTORY CONDITIONS AMENDATORY

Wherever used in this endorsement: (1) "Insurer" means the insurance company which issued this policy; (2) "Policyholder" means the Named Corporation, Named Entity, Named Insured, Named Organization, Named Sponsor or Insured that is named on the declarations page of this policy; and (3) "Insured" means all other persons or entities afforded coverage under this policy.

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to Insureds that are domiciled in the provinces of Alberta, British Columbia, Manitoba or Saskatchewan the following statutory conditions shall apply:

Change of Interest

The Insurer is liable for covered loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material Change in Risk

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is:
 - (a) material to the risk, and
 - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the policy is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may:
 - (a) terminate the policy in accordance with the Termination of Insurance condition set forth below, or
 - (b) notify the Insured in writing that, if the Insured desires the policy to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the policy is terminated at that time and Termination of Insurance condition (2)(a) applies in respect of the unearned portion of the premium.

Endorsement # 16 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

Termination of Insurance

- (1) Unless a conflicting provision in the policy provides more favorable terms to the Insured, the policy may be terminated:
 - (a) by the Insurer giving to the Policyholder 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
 - (b) by the Policyholder at any time on request.
- (2) If the policy is terminated by the Insurer:
 - (a) the Insurer must refund the excess of premium actually paid by the Policyholder over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the policy, and
 - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the policy is terminated by the Policyholder, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the policy, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the policy.
- (4) The 15 day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Policyholder's postal address.

Notice

- (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

All other terms, conditions and exclusions of the policy remain unchanged.

November 24, 2021

Date

CIC7573 (12/20)



AIG Insurance Company of Canada

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Endorsement # 17

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 Issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

ADVERTISING INJURY AND PERSONAL INJURY LIMITATION ENDORSEMENT

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

Advertising Injury or Personal Injury.

However, if insurance for such **Advertising Injury or Personal Injury** is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. Coverage under this policy for such **Advertising Injury or Personal Injury** will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the Policy Period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87677 (03/05)



AIG Insurance Company of Canada

FILED
07-18-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

Endorsement # 18

This endorsement effective 12:01 a.m. December 01, 2021

forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**AUTOMOBILE LIABILITY LIMITATION ENDORSEMENT**

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

any liability arising out of any automobile.

However, if insurance for **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any automobile is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. Coverage under this policy for such **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the Policy Period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

As respects any excess automobile liability insurance provided by this policy and notwithstanding any other provisions of this policy to the contrary, such excess automobile liability insurance shall be subject to and governed by the provisions of the Standard Excess Policy as approved by the Superintendent of Insurance of the jurisdiction in which the policy is issued.

The provisions of this endorsement shall not supercede Exclusion B. of this policy.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87689 (03/05)



AIG Insurance Company of Canada

Endorsement # 19

This endorsement effective 12:01 a.m. December 01, 2021

forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**CONTRACTUAL LIABILITY LIMITATION ENDORSEMENT**

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This insurance shall not apply to:

any liability assumed by the **Insured** under any contract or agreement.

However, if insurance for **Bodily Injury** or **Property Damage** assumed by the **Insured** under any contract or agreement is provided by a policy listed in the Schedule of Underlying Insurance:

- a. The exclusion above shall not apply; and
- b. Coverage under this endorsement for such **Bodily Injury** or **Property Damage** will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the Policy Period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this endorsement will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87697 (03/05)



AIG Insurance Company of Canada

Endorsement # 20

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY

EMPLOYEE BENEFITS LIABILITY LIMITATION CLAIMS MADE ENDORSEMENT

NOTICE: Please read this endorsement carefully. This endorsement provides coverage on a claims made basis. Except to the extent as may otherwise be provided herein, the coverage of this insurance is generally limited to liability for only those claims that are first made during the Policy Period and reported in writing to us.

This policy is amended as follows:

The **EXCLUSIONS** section is amended to include the following additional exclusion:

This policy shall not apply to:

1. any liability arising out of any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits; or
2. any liability arising out of any act, error or omission committed by or on behalf of the **Insured** solely in the performance of one or more of the following administrative duties or activities:
 - a. giving counsel to employees with respect to a **Plan**;
 - b. interpreting a **Plan**;
 - c. handling of records in connection with a **Plan**;
 - d. effecting enrollment, termination or cancellation of employees under a **Plan**; or
 - e. any claim against an **Insured** solely by reason of his, her or its status as an administrator, the **Plan** or you as sponsor of the **Plan**.

However, this exclusion will not apply only if and to the extent that coverage for such liability is provided by a policy listed in the Schedule of Underlying Insurance.

Solely as respects this endorsement, this policy will only provide coverage for a **Claim** made against the **Insured** during the policy period:

- a) If the insurance provided by a policy listed in the Schedule of Underlying Insurance provides coverage for **Occurrences** occurring on or after a specified Retroactive Date for a claim for damages because of **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** first made in writing against any **Insured** in accordance with Paragraph b) below during the policy period or any Extended Reporting Period we provide and written notice is received by us during the Policy Period or Extended Reporting Period (if applicable).

Endorsement # 20 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

- b) A **Claim** by any person or organization seeking damages will be deemed to have been made at the earlier of the following times:
1. When notice of such **Claim** is received and recorded by any **Insured** in writing and reported to us during the policy period or any applicable extended reporting period; or
 2. When we make settlement in accordance with Paragraph a) above.

Notwithstanding the above, this insurance shall not apply to:

1. any **Claim** alleging or arising out of an **Occurrence** committed on or after the retroactive date set forth in the policy listed in the Schedule of Underlying Insurance, if the **Insured**, an officer, manager in your risk management, insurance or legal department or an employee who was authorized by you to give or receive notice of an **Occurrence**, knew as of the continuity date shown above that such **Occurrence** could result in a **Claim**.
2. any **Claim** alleging or arising out the same **Occurrence** or series of continuous, repeated or related **Occurrences** or alleging the same or similar facts, alleged or contained in any **Claim** which has been reported, or any **Occurrence** of which notice has been given, under any policy of which this policy is a renewal, replacement or succeeds in time.
3. any **Claim** alleging or arising out of any **Claim** or suit pending as of the continuity date; or alleging or arising out of or relating to any fact, circumstance, situation or **Occurrence** alleged in such **Claim** or suit.

If the policy listed in the Schedule of Underlying Insurance does not contain a continuity date, the continuity date will be the retroactive date.

Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the Policy Period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

The DEFINITIONS section is amended to include the following additional definitions:

CLAIM means a written demand upon the **Insured** for compensatory damages or services and shall include the service of suit or institution of arbitration proceedings against the **Insured**.

ERISA means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a **Plan** is subject.

Endorsement # 20 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021 **forms a part of**

Policy No. 15465463 **issued to Hammond Power Solutions Inc.**

By: AIG Insurance Company of Canada

PLAN means any plan, fund or program established anywhere in the world, regardless of whether it is subject to regulation under Title 1 of **ERISA** or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended and which is:

1. a welfare plan, as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits;
2. a pension plan as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits; or
3. a combination of 1. and 2. above.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged

November 24, 2021

Date

87705 (03/05)



AIG Insurance Company of Canada

Page 3 of 3

Endorsement # 21

This endorsement effective 12:01 a.m. December 01, 2021

forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**EMPLOYERS LIABILITY LIMITATION ENDORSEMENT**

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

Bodily Injury by accident or disease of any employee of the **Insured** arising out of any **Occurrence** in the course of his employment by the **Insured**.

However, if insurance for such **Bodily Injury** is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. Coverage under this policy for such **Bodily Injury** will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the Policy Period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87708 (03/05)



AIG Insurance Company of Canada

Endorsement # 22

This endorsement effective 12:01 a.m. December 01, 2021

forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**INCIDENTAL MEDICAL MALPRACTICE LIMITATION ENDORSEMENT**

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

Incidental Medical Malpractice

However, if insurance for **Incidental Medical Malpractice** is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. Coverage under this endorsement for **Incidental Medical Malpractice** will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the Policy Period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this endorsement will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

The DEFINITIONS section is amended to include the following additional definition:

INCIDENTAL MEDICAL MALPRACTICE means **Bodily Injury** or **Personal Injury** arising out of any act, error or omission, malpractice or mistake committed or alleged to have been committed by or on behalf of the **Insured** in the performance of the following services:

1. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;

so long as the **Insured** is not engaged in the business or occupation of providing any of the services described in 1. and 2. above.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87727 (03/05)



AIG Insurance Company of Canada

Endorsement # 23

This endorsement effective 12:01 a.m. December 01, 2021

forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**TENANT'S LEGAL LIABILITY LIMITATION ENDORSEMENT**

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

tenant's legal liability.

However, if insurance for such liability is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the Policy Period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

Except, however, this insurance does not apply to, and nothing contained in this endorsement will operate to provide any coverage with respect to:

1. **Property Damage** caused by or at the direction of the **Insured**;
2. **Property Damage** assumed by the **Insured** under any contractual undertaking except liability for damage for which in the absence of such undertaking, the **Insured** would otherwise be liable;
3. **Property Damage** arising out of extraordinary alterations, additions or repair, unless notice is given and consent of the Company is obtained in writing.

Solely as respects this endorsement, the CONDITIONS section is amended to include the following additional condition:

Concealment or Misrepresentation - If at any time, the **Insured** intentionally conceals or misrepresents a material fact concerning the covered property, buildings or goods, or the **Insured's** interest in such, the insurance afforded by this policy shall be of no force with respect to the property, buildings, or goods to which the concealment or misrepresentation is made.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87796 (03/05)


AIG Insurance Company of Canada

Endorsement # 24

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**CRISISRESPONSE® AND EXCESS CASUALTY CRISISFUND®**
(WITH KEY EXECUTIVE FILL-IN AND RECALL EXPENSE)**(Advancement of CrisisResponse® Costs during a Crisis Management Event and**
Crisis Communications Management Insurance)

Additional Declarations

- Item 1. CrisisResponse® Limit of Liability: \$250,000 Each Crisis Management Event
And Aggregate
- Item 2. Crisis Management Limit of Liability: \$50,000 Each Crisis Management Event
And Aggregate
-

This policy is amended to provide for Advancement of CrisisResponse® Costs during a Crisis Management Event and Crisis Communications Management Insurance pursuant to the terms, definitions, conditions and exclusions set forth below:

I. INSURING AGREEMENTS—CrisisResponse® and Excess Casualty CrisisFund®

The following insuring agreements section is added to this policy for the purpose of the coverage provided by this endorsement:

A. Advancement of CrisisResponse® Costs during a Crisis Management Event

The Company shall advance on behalf of the Named Insured CrisisResponse® Costs that may be associated with damages covered by this policy arising from a Crisis Management Event first commencing during the policy period, up to the amount of the CrisisResponse® Limit of Liability.

The Company shall advance CrisisResponse® Costs that may be associated with damages covered by this policy directly to third parties.

B. Crisis Communications Management Insurance

The Company shall pay on behalf of the Named Insured Crisis Management Loss arising from a Crisis Management Event first commencing during the policy period, up to the amount of the Crisis Management Limit of Liability.

- C. A Crisis Management Event shall first commence at the time during the policy period when a Key Executive first becomes aware of an Occurrence that gives rise to a Crisis Management Event and shall end at the earliest of the time when the Company determines that a crisis no longer exists or when the CrisisResponse® Limit of Liability and/or the Crisis Management Limit of Liability, whichever applies, has been exhausted.

- D. There shall be no retained limit or self-insured amount applicable to **CrisisResponse® Costs** or **Crisis Management Loss**. The Company shall pay such **CrisisResponse® Costs** or **Crisis Management Loss** from first dollar, subject to the other terms and conditions of this endorsement.

II. LIMIT OF LIABILITY - RETAINED LIMIT

The following provisions are added to the **LIMITS OF LIABILITY - RETAINED LIMIT** section for the purpose of the coverage provided by this endorsement:

- A. The **CrisisResponse® Limit of Liability** is the most the Company shall pay for all **CrisisResponse® Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during the policy period. This **CrisisResponse® Limit of Liability** will be in addition to the applicable Limits of Liability.
- B. The **Crisis Management Limit of Liability** is the most the Company shall pay for all **Crisis Management Loss** under this policy, regardless of the number of **Crisis Management Events** first commencing during the policy period. This **Crisis Management Limit of Liability** shall be in addition to the Limits of Liability shown in Item 3 of the Declarations of this policy.
- C. The Company shall have no obligation to advance **CrisisResponse® Costs** or to pay **Crisis Management Loss** from the earliest of the time when the Company determines that a **Crisis Management Event** has ended or when the **CrisisResponse® Limit of Liability** and/or the **Crisis Management Limit of Liability**, whichever applies, has been exhausted.

III. DEFINITIONS

The following definitions are added to the **DEFINITIONS** section for the purpose of the coverage provided by this endorsement:

- A. **Crisis Management Event** means an **Occurrence** that in the good faith opinion of a Key Executive of the Named Insured, in the absence of **Crisis Management Services**, has been associated with or may reasonably be associated with:

1. damages covered by this policy in excess of the retained limit; and
2. significant adverse regional or national media coverage.

Crisis Management Event shall include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals.

- B. **Crisis Management Firm** means any public relations firm or crisis management firm approved by the Company that is hired by the Named Insured to perform **Crisis Management Services** in connection with a **Crisis Management Event**. Attached to and forming a part of this endorsement is a Schedule of firms that have been pre-approved by the Company and may be hired by the Named Insured without further approval by the Company.
- C. **Crisis Management Limit of Liability** means the **Crisis Management Limit of Liability** shown in Item 2 of the Additional Declarations of this endorsement.
- D. **Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:

1. Amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the Named Insured solely arising from a covered **Crisis Management Event**; and
 2. Amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the Named Insured or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.
- E. **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the Named Insured on minimizing potential harm to the Named Insured from a covered **Crisis Management Event** by maintaining and restoring public confidence in the Named Insured.
- F. **CrisisResponse® Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by the Company and may be associated with damages that would be covered by this policy:
1. Medical expenses;
 2. Funeral expenses;
 3. Psychological counseling;
 4. Travel expenses;
 5. Temporary living expenses;
 6. Expenses to secure the scene of a **Crisis Management Event**;
 7. **CrisisResponse® Recall Expense**; and
 8. Any other expenses pre-approved by the Company.
- CrisisResponse® Costs** shall not include defense costs or **Crisis Management Loss**.
- G. **CrisisResponse® Limit of Liability** means the **CrisisResponse® Limit of Liability** shown in Item 1 of the Additional Declarations of this endorsement.
- H. **CrisisResponse® Recall Expense** means the cost or expense incurred by the Named Insured or others for the withdrawal, inspection, repair, replacement, or loss of use of the **Insured's Products** or work completed by or for the **Insured** or any property of which such products or work form a part, if such product, work, or property are withdrawn from the market or from use by anyone because of any known or suspected defect or deficiency therein.
- I. **Key Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the Named Insured is a partnership) of the Named Insured or sole proprietor (if the Named Insured is a sole proprietorship). A **Key Executive** also means the following person(s): [RISK MANAGER]

IV. EXCLUSIONS

The following exclusions are added to the **EXCLUSIONS** section for the purpose of the coverage provided by this endorsement:

This insurance shall not apply to any **CrisisResponse® Costs** or **Crisis Management Loss** in connection with a **Crisis Management Event**:

- A. arising out of, based upon or attributable to the facts alleged, or to the same or related acts alleged or contained, in any crisis or claim that has been reported, or in any circumstances where notice has been given, under any policy of which (i) this policy is a renewal or replacement or which it may succeed in time, or (ii) any underlying policy, which is listed in the Schedule of Underlying Insurance, is a renewal or replacement or which it may succeed in time; or

- B. arising out of, based upon or attributable to any pending or prior crisis, claim, or suit as of the inception date of this policy.

Additionally, the **EXCLUSIONS** section, Paragraph F. is deleted in its entirety and replaced with the following:

This policy shall not apply to:

- F. damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **Insured's Products** or work completed by or for the **Insured** or any property of which such products or work form a part, if such product, work or property are withdrawn from the market or from use by anyone because of any known or suspected defect or deficiency therein. However, this exclusion shall not apply to **CrisisResponse® Recall Expense** covered under Section I. **INSURING AGREEMENT – CrisisResponse® and Excess Casualty CrisisFund®** of this endorsement. The coverage provided for such **CrisisResponse® Recall Expense** shall be subject to the **CrisisResponse® Limit of Insurance**.

V. CONDITIONS

The following conditions are added to the **CONDITIONS** section for the purpose of the coverage provided by this endorsement:

- A. The Named Insured must report any **Crisis Management Event** to us within twenty-four (24) hours of the time that a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** to be eligible for the advancement of **CrisisResponse® Costs** and the payment of **Crisis Management Loss**.

Notice of a **Crisis Management Event** may be given by calling 1-877-244-3100. If notice is given by telephone, written notice shall be given as soon as practicable thereafter. Written notice should include:

1. how, when and where the **Crisis Management Event** is taking or took place;
 2. the names and addresses of any injured persons and any witnesses; and
 3. the nature and location of any injury or damage arising out of the **Crisis Management Event**.
- Written notice should be mailed, e-mailed, or delivered to:

AIG Canada
120 Bremner Boulevard, Suite 2200
Toronto, Ontario, Canada
M5J 0A8
newclaimsp&c@aig.com

- B. There shall be no requirement that the Named Insured obtain prior written approval from us before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by the Named Insured to perform the **Crisis Management Services** has been approved by the Company. If the Named Insured chooses to retain a firm that does not appear in the Schedule attached to and forming a part of this endorsement, the Named Insured must obtain the Company's consent, which shall remain in the Company's sole discretion, prior to retaining the services of such firm.
- C. Any payments for **Crisis Management Loss** or advancement of **CrisisResponse® Costs** that the Company makes under this endorsement:
1. shall not be deemed to be a determination of the **Insured's** liability with respect to any claim or suit that results from a **Crisis Management Event**; and
 2. shall not create any duty to defend any suit or to investigate any claim arising from a **Crisis Management Event**, nor any coverage obligations under this policy.

- D. If the Crisis Communications Management Insurance provided by this endorsement and any other insurance issued to the Named Insured by the Company or any of our affiliated companies shall apply to the same crisis or claim, the maximum limit of liability under all insurance available shall not exceed the highest applicable limit of liability available under any one policy or endorsement. This condition does not apply to any other insurance issued by the Company or any of the Company's affiliated companies specifically to apply as excess insurance over this endorsement.
- E. In the event of a dispute between the Named Insured and the Company as to whether a **Crisis Management Event** has occurred, the Named Insured may, at its own cost, retain the services of an approved **Crisis Management Firm** and/or advance **CrisisResponse® Costs**. Provided, however, if the Named Insured elects to retain an approved **Crisis Management Firm** or to advance **CrisisResponse® Costs**, the Company shall have no obligation to reimburse under this endorsement the Named Insured for such costs or expenses.

The right to reimbursement shall be submitted to binding arbitration before a panel of three (3) arbitrators. Within thirty (30) days of a written request for arbitration by either the Named Insured or the Company, each party will choose an arbitrator. If the two arbitrators are unable to agree within thirty (30) days upon the third arbitrator, such arbitrator shall, at the application of either party, be appointed by a judge of the trial division of the superior courts of the province of the Named Insured's principal place of business.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

November 24, 2021

Date

87698 (09/11)



AIG Insurance Company of Canada

Page 5 of 5

SCHEDULE A**THE FOLLOWING PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS:**

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Abernathy MacGregor Group			
501 Madison Avenue New York, NY 10022	Rhonda Barnat (212) 371-5999 Office (917) 912-6378 Cell (212) 752-0723 Fax (646) 478-8740 Home rb@abmac.com	(917) 912-6378	Public Relations, Crisis Management and Threat & Vulnerability Assessment.
611 W. Sixth Street, Suite 1880 Los Angeles, CA 90017	Ian D. Campbell (213) 630-6550 Office (213) 422-7958 Cell (213) 489-3443 Fax (818) 957-5650 Home (818) 541-0954 Home Fax fdc@abmac.com	(818) 750-4392 (917) 940-3476	
Ann Barks Public Relations (Southeastern United States)			
896 Cross Gates Boulevard Slidell, LA 70461	Ann W. Barks (985) 847-0750 Direct (985) 290-8304 Cell abarkspr@bellsouth.net	(985) 290-8304	Public Relations and Crisis Management
Bright Light Marketing Group (Hawaii Only)			
1001 Bishop Street, Suite 900 Honolulu, Hawaii 96813-3429	Charlene Lo Chan (808) 275-3007 Direct (808) 524-6441 Office (808) 781-7733 Cell (808) 524-8115 Fax charlene@brightlightmarketing.com		Public Relations and Crisis Management
Dix & Eaton			
Dix & Eaton 200 Public Square Suite 1400 Cleveland, OH 44114- 2316	Matt Barkett (216) 241-3073 Direct (216) 241-0405 Office (216) 780-7800 Cell mbarkett@dix-eaton.com	(216) 241-3073	Public Relations. Crisis Management and Threat & Vulnerability Assessment

Gary Pratt
 (216) 241-4613 Direct
 (216) 241-0405 Office
 (440) 477-1278 Cell
gpratt@dix-eaton.com

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Edelman			
200 E. Randolph Street Chicago, IL 60601	<p>Harlan Loeb (312) 240-2624 Direct (312) 240-3000 Office (312) 240-2900 Fax (312) 927-5632 Cell harlan.loeb@edelman.com</p> <p>Jenifer Giller (312) 240-3000 Office (312) 233-1272 Cell (312) 240-2900 Fax Jenifer.giller@edelman.com</p>	(312) 927-8424	Public Relations. Crisis Management and Threat & Vulnerability Assessment
Fleishman-Hilliard International Communications, Inc.			
John Hancock Center 200 East Randolph St. Chicago, IL 60601	<p>David Saltz (312) 751-3530 Direct (312) 751-8878 Office (312) 729-3630 Cell (312) 751-8191 Fax david.saltz@fleishman.com</p> <p>Rick Fox (617) 729-3734 Direct (312) 286-4983 Cell (312) 751-8191 Fax Rick.fox@fleishman.com</p>		Public Relations. Crisis Management and Threat & Vulnerability Assessment
Levick Strategic Communications, LLC			
1900 M Street NW Washington, D.C. 20036	<p>Gene Grabowski (202) 973-1351 Direct (202) 270-6560 Cell (202) 973-1301 Fax ggrabowski@levick.com</p> <p>Jason Maloni (202) 973-1335 Direct (202) 834-9677 Cell Jason.maloni@levick.com</p>	(202) 270-6560	Public Relations. Crisis Management and Threat & Vulnerability Assessment

Lexicon Communications Corp.

520 Bellmore Way
Pasadena, CA 91103

Steven B. Fink
(626) 683-9333 Direct
(626) 253-1519 Cell
(626) 449-7659 Fax
sfink@lexiconcorp.com

(626) 683-9333

Public Relations.
Crisis Management
and Threat &
Vulnerability
Assessment

FIRM ADDRESS**CONTACT INFORMATION****EMERGENCY
TELEPHONE****SERVICES
OFFERED****Marsh, Inc. (Reputational Risk & Crisis Management Group)**

1166 Avenue of the
Americas
New York, NY 10036

Tracy Knippenburg Gillis
(212) 345-3886 Direct
(516) 661-0308 Cell
(516) 536-5845 Other
(212) 948-8638 Fax
Tracy.knippenburggillis@marsh.com

(877) 246-2774

Public Relations.
Crisis Management
and Threat &
Vulnerability
Assessment

345 California Street
Suite 1300
San Francisco,
California 94104

Simon R. Baker
(415) 743-8648 Direct
(415) 367-5707 Cell
robert.wilkerson@marsh.com

O'Neill & Associates

31 New Chardon St.
Boston,
Massachusetts 02114

Andrew M. Paven
(866) 989-4321 Toll free
(617) 646-1000 Office
(617)-646-1290 Fax
apaven@oneillandassociates.com

Public Relations.
Crisis Management
and Threat &
Vulnerability
Assessment

rbb Public Relations

355 Alhambra Circle
Suite 800
Miami, Florida 33134

Bruce S. Rubin
(305) 448-2640 Direct
(305) 807-2704 Cell
(305)-448-5027 Fax
Bruce.rubin@rbbpr.com

Public Relations.
Crisis Management

Robinson Lerer & Montgomery

1345 Avenue of the
Americas
4th Floor
New York, NY
10105

Michael Gross
(646) 805-2003 Direct
(646) 805-2000 Office
(917) 853-0620 Cell
(718) 788-5281 Home
mgross@rlmnet.com

(646) 805-2000

Public Relations.
Crisis Management
and Threat &
Vulnerability
Assessment

Patrick S. Gallagher
(646) 805-2007 Direct
(646) 805-2000 Office
(917) 328-9333 Cell
(646) 805-2829 Fax
(914) 232-4256 Home
pgallagher@rlmnet.com

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Sard Verbinnen & Co.			
630 Third Avenue, 9 th Floor New York, NY 10017	George Sard (212) 687-8080 Office (212) 687-8344 Fax gsard@sardverb.com	(917) 750-4392	Public Relations. Crisis Management and Threat & Vulnerability Assessment
475 Sansome Street, Suite 1750 San Francisco, CA 94111	Paul Kranhold (415) 618-8750 Office (415) 568-9580 Fax pkranhold@sardverb.com		
Sitrick and Company, Inc.			
655 Third Avenue, 22 nd Floor New York, NY 10017	Jeffrey S. Lloyd (212) 660-6393 Direct (212) 573-6100 Office (310) 963-2850 Cell (212) 573-6165 Fax jeff_lloyd@sitrick.com	(310) 358-1011	Public Relations. Crisis Management and Threat & Vulnerability Assessment
1840 Century Park East, Suite 800 Los Angeles, CA 90067	Michael S. Sitrick (310) 788-2850 Direct (310) 788-2855 Fax mike_sitrick@sitrick.com		
The Torrenzano Group			
The Lincoln Building 60 East 42 nd Street, Suite 2112 New York, NY 10165-2112	Richard Torrenzano (212) 681-1700 Ext. 111 Direct (212) 681-6961 Fax richard@torrenzano.com		Public Relations. Crisis Management and Threat & Vulnerability Assessment
	Edward A. Orgon (212) 681-1700 Ext. 102 Direct (917) 539-4000 Cell (212) 681-6961 Fax ed@torrenzano.com		

THE FOLLOWING NON-PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
ANS Rehab Consulting, LLC			
305 Tallwood Lane Green Brook, New Jersey 08812	Nicole Denson (908) 279-7532 Main Office (908) 822-0422 Fax (646) 584-7885 Cell nicole@ansrehabconsulting.com	(888) 552-5378	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment.
	Anthony Sambucini (908) 822-9322 Direct (908) 822-0422 Fax (908) 720-8644 Cell anthony@ansrehabconsulting.com		
Bill Tibbo & Associates			
411 Borland Court Newmarket, Ontario L3X 1E4	Bill Tibbo (888) 355-9788 Toll Free (416) 716-8057 Cell bill@billtibbo.com		Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment.
	Ross McPhail (905) 830-0291 Office (905) 868-4174 Cell ross@billtibbo.com		
Coventry Health Care, Inc.			
3200 Highland Ave. Downers Grove, IL 60515	Michael Lacroix (914) 223-4463 Cell (786) 513-7690 Fax jxlacroix@cvty.com	(888) 552-5378	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment.
Cunningham Lindsey US (f/k/a GAB Robbins North America, Inc.)			
560 Peoples Plaza Suite 215 Neward, Delaware 19702	Gail Oliver (302) 838-1684 Direct (302) 521-4985 Cell (302) 838-1685 Fax goliverg@cl-na.com	(800) 621-5410	Claims, Investigative Appraisal, Emergency Claims and Loss Call Center Operations.

THE FOLLOWING NON-PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
D.A.R., Inc.			
4 Iris Drive Scarborough, Maine 04074	David W. Hunt (207) 415-0735 Direct (207) 883-0493 Home (207) 883-2436 Fax dhunt12348@aol.com	(207) 415-0735	Crisis Management, Global Investigative Services, Access to National & International Intelligence Agencies, Crisis Management, Threat and Vulnerability Assessment.
Lanny J. Davis & Associates, LLC			
600 13 th Street, NW Suite 600 Washington, DC 20005	Lanny J. Davis (202) 756-8211 Direct (202) 737-1141 Fax ldavis@lannyjdavis.com		Legal Crisis Communications, Media Strategy, Public Advocacy, Legal & Regulatory Issues, and Crisis Management
	Maddie Melendez (202) 756-8293 Direct mmelendez@lannyjdavis.com		
<hr/> Lombardi Associates <hr/>			
277 Fairfield Road, Suite 305A Fairfield, NJ 07004	Anthony Nastasi (973) 271-8928 Direct (800) 550-0095 Office (310) 552-9052 Fax anthony.nastasi@lombardiassociates.com	(877) 715-2440	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment.
<hr/> Meagher & Geer, P.L.L.P. <hr/>			
33 S. Sixth Street, Suite 4400 Minneapolis, MN 55402	Russell D. Melton (612) 371-1317 Direct (612) 338-0661 Office (612) 338-8384 Fax (612) 964-1882 Cell rmelton@meagher.com	(612) 347-9118	Crisis Management and Threat & Vulnerability Assessment

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Patton Boggs, LLP			
2550 M Street, NW Washington, DC 2007	Thomas M. Keane (202) 457-7540 Direct (202) 256-1289 Cell (202) 457-6315 Fax tkeane@pattonboggs.com		Legal & Regulatory Issues, Public Relations and Crisis Management.
T. J. Russo Consultants (Nationwide)			
99 Hillside Avenue, Suite X Williston Park, NY 11596	Michael W. Russo (516) 294-8644 Ext. 15 Direct (516) 456-3900 After Hours (516) 747-1009 Fax (516) 456-3900 Cell mwrusso123@aol.com	(516) 456-3900	Fire Investigation and Analysis Services.

Endorsement # 25

This endorsement effective 12:01 a.m. December 01, 2021

forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**FOREIGN LIABILITY LIMITATION ENDORSEMENT**

This policy is amended as follows:

The EXCLUSIONS section is amended to include the following additional exclusion:

This policy shall not apply to:

any liability arising out of an **Occurrence** that takes place outside the United States of America, its territories and possessions, Puerto Rico and Canada.

However, if insurance for **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of an **Occurrence** that takes place outside the United States of America, its territories and possessions, Puerto Rico and Canada is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. Coverage under this policy for such **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** will follow the terms, definitions, conditions and exclusions of the policy listed in the Schedule of Underlying Insurance, subject to the Policy Period, Limits of Liability, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will not be broader than the coverage provided by the policy listed in the Schedule of Underlying Insurance.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87720 (03/05)



AIG Insurance Company of Canada

Endorsement # 26**This endorsement effective 12:01 a.m. December 01, 2021****forms a part of****Policy No. 15465463****issued to Hammond Power Solutions Inc.****By: AIG Insurance Company of Canada****COMMERCIAL UMBRELLA LIABILITY****INDIANA AMENDATORY ENDORSEMENT**
(Definition of Pollutants)

When a claim or **Suit** is brought against an **Insured** in the state of Indiana and/or Indiana law applies, this policy is amended as follows:

The definition of **Pollutants** in this policy or in any endorsement to this policy is deleted in its entirety and replaced with the following:

Pollutants means any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils, gasoline, butane, propane, natural gas, and other fuels, brake fluid, transmission fluid, and other hydraulic fluids, ethylene glycol, methylterbutylether (MTBE), methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel and antifreeze additives, grease, tar, petroleum distillates, and other petroleum products and petroleum hydrocarbons, carbon monoxide, and other exhaust gases, stoddard solvent, mineral spirits, and other solvents, chromium compounds, emulsions/emulsifiers, naphtha tetrachloroethylene (PCE), perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals, methyl isobutyl ketone, methyl ethal ketone, n-butyl acetate, 2-butoxyethanol, hexylene glycol, peroxides, freon, polychlorinated biphenyl (PCB), CFC113, chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides, barium, 1,2-Dichloroethylene, ethylene dichloride, dichloromethane, methylene chloride, ethylbenzene, lead, Mercury, Selenium, sulfate, xylene, silica, sewage, and industrial waste materials, and all substances, constituents, derivatives or degradative byproducts, or additives specifically listed, identified, or described by one or more of the following references:

- i. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);
- ii. Agency for Toxic Substances And Disease Registry ToxFAQs™;
- iii. Clean Air Act's List of 188 Air Toxics And Diesel Particulate Matter;
- iv. U.S. Environmental Protection Agency EMCI Chemical References Complete Index;

Endorsement # 26 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

- v. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemicals List;
- vi. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table – 2012; and
- vii. Indiana Department of Environmental Management, Risk Integrated System of Closure Technical Guide, Default Closure Tables, January 31, 2006 Appendix 1 (Revised May 1, 2009)

Substances identified as examples above or by the referenced lists also include materials or substances to be discarded, recycled, reconditioned or reclaimed.

This definition of **Pollutants** applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic or thermal irritant or contaminant or substance is your product or products used by you or for you, and/or is an integral part of or incidental to your business, operations, premises, site or locations or has any function in your business, operations, premises, site or locations.

For the purpose of this endorsement, **Suit, Insured and Pollutants** shall have the applicable meaning, in accordance with the terms of this policy, whether or not such term is in quotation marks or bolded.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

115924 (10/13)



AIG Insurance Company of Canada

Endorsement # 27

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of
Policy No. 15465463 issued to Hammond Power Solutions Inc.
By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**CANCELLATION AMENDMENT ENDORSEMENT**

This policy is amended as follows:

The CONDITIONS section, paragraph 15. Cancellation, is deleted in its entirety and replaced by the following:

15. Cancellation - This policy may be cancelled by the **Insured** by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company or any of its authorized agents, written notice stating when thereafter such cancellation shall be effective. The policy may be cancelled by the Company by mailing to the **Insured** at the address shown in Item 1 of the Declarations, written notice stating when, not less than ninety (90) days thereafter, fifteen (15) days with respect to cancellation for nonpayment of premium, such cancellation shall be effective. Proof of mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **Insured** or by the Company shall be equivalent to mailing. If the **Insured** cancels, earned premium or minimum retained premium, whichever is greater, shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium or minimum retained premium, whichever is greater, shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The cheque of the Company or its representative mailed or delivered, shall be sufficient tender of any refund due the **Insured**.

If this policy insures more than one **Insured**, cancellation may be effected by the first of such **Insureds** for the account of all **Insureds**: the notice of cancellation by the Company to such first **Insured** shall be notice to all **Insureds**. Payment of any unearned premium to such first **Insured** shall be for the account of all interests in such payment.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87691 (07/06)



AIG Insurance Company of Canada

Endorsement # 28

This endorsement effective 12:01 a.m. December 01, 2021

forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**SALARY REIMBURSEMENT ENDORSEMENT**

This endorsement modifies insurance provided by the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

The **INSURING AGREEMENTS** section, Paragraph II. Defense, Settlement, Supplementary Payments is amended to include the following additional provision:

The Company shall:

In addition to the supplementary payments listed in subparagraphs B. and C. above, when we assume the defense of any Suit against the Insured that seeks damages covered by this policy, we will reimburse the Insured, to the extent that such amounts to be reimbursed are not covered by policies listed in the Schedule of Underlying Insurance or any applicable **Other Insurance**, for the **Trial or Arbitration Testimony Reimbursable Amount** with respect to any employee of the Insured who misses work for **Trial or Arbitration Testimony** at our request or with our consent, subject to a maximum reimbursement of **\$10,000** (hereinafter referred to as "the Trial or Arbitration Testimony Aggregate Limit of Insurance.") The Trial or Arbitration Testimony Aggregate Limit of Insurance is the most we will pay with respect to all **Trial or Arbitration Reimbursable Amounts** regardless of the number of employees testifying, or the number of trials or arbitrations at which employee testimony takes place. The Trial or Arbitration Testimony Aggregate Limit of Insurance is in addition to, and not part of, the Limits of Liability shown on the Declarations.

The **DEFINITIONS** section is amended to include the following additional definitions:

BASE SALARY means the gross amount of compensation paid to an employee excluding: bonuses and incentive payments, overtime, fringe benefits, and other perquisites.

TRIAL means a formal judicial hearing in which evidence is presented at least in part through live witness testimony for the purpose of obtaining either a jury or judge's verdict on legal claims.

TRIAL OR ARBITRATION TESTIMONY means time spent by an employee of an Insured while appearing as a witness testifying at any Trial or binding arbitration proceeding. **Trial or Arbitration Testimony** shall include travel time to and from the Trial or binding arbitration on such days in which the employee gives live testimony where such travel time occurs during the customary business hours of the Insured's employee. **Trial or Arbitration Testimony** shall also include time missed from work while participating in testimony preparation at our request or with our consent and time spent at any Trial or binding arbitration proceeding on any day in which the employee is scheduled to be called to testify, even if the employee is not ultimately called to testify on that day. It is understood and agreed that **Trial or Arbitration Testimony** shall not include time spent observing a Trial or arbitration where the employee is not scheduled to testify on that day.

Endorsement # 28 (Continued)

This endorsement effective 12:01 a.m. December 01, 2021

forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

TRIAL OR ARBITRATION TESTIMONY REIMBURSABLE AMOUNT means the pro rata portion of the **Base Salary** of an employee of the **Insured** which the **Insured** paid the employee for **Trial or Arbitration Testimony**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

CIC0775 (09/18)



AIG Insurance Company of Canada

Page 2 of 2

Endorsement # 29

This endorsement effective 12:01 a.m. December 01, 2021 forms a part of

Policy No. 15465463

issued to Hammond Power Solutions Inc.

By: AIG Insurance Company of Canada

COMMERCIAL UMBRELLA LIABILITY POLICY**UNITED STATES CURRENCY ENDORSEMENT**

This policy is amended as follows:

The CONDITIONS section, Paragraph 1. is deleted in its entirety and replaced by the following:

United States Currency - All limits of insurance, premium and other monetary amounts as expressed in this policy are in United States Currency.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

November 24, 2021

Date

87810 (03/05)



AIG Insurance Company of Canada



AIG Insurance Company of Canada
 (Hereinafter called the Insurer)
 120 Bremner Boulevard, Suite 2200
 Toronto, Ontario M5J 0A8

S.P.F. No. 7
STANDARD EXCESS
AUTOMOBILE POLICY
 (Third Party Liability Only)

POLICY NUMBER: 15465463

WHEREAS an application has been made by the applicant (hereinafter called the "Insured") to the Excess Insurer for a contract of excess automobile insurance and the said application forms part of this contract and is as follows:

APPLICATION

Item 1. Full name and postal address of the applicant (including county or district)

Hammond Power Solutions Inc.
 595 Southgate Drive,
 Guelph, ON N1G 3W6

Occupation or business Power, distribution, and specialty transformer manufacturing

Item 2. The policy period: from December 01, 2021 to November 01, 2022
 12:01 a.m. Standard time at the applicant's address stated herein as to each of said dates.

Item 3. The Insured is warned that by statute this excess contract automatically terminates concurrently with the termination of any policy mentioned in Item 5.

Item 4. This application is for excess insurance against legal liability for bodily injury or death or damage to property of others upon the terms and conditions of the Excess Insurer's standard policy form for excess insurance and for the following specified limit:

LIMIT

\$8,000,000 (exclusive of costs) excess of

Refer to Item 5.a being the amount of the first loss and underlying excess insurance described in Item 5, for loss or damage resulting from bodily injury to or death of one or more persons and for loss or damage to property regardless of the number of claims arising from any one accident.

Item 5. (a) Description of first loss motor vehicle liability insurance.
 Name of Insurer: AIG Insurance Company of Canada
 Policy No.: 41767297
 Type of Policy: NON-OWNED AUTOMOBILE LIABILITY (S.P.F. No. 6 Standard Non-Owned)
 Limit(s): \$2,000,000
 Policy Period: December 01, 2021 To: November 01, 2022

Name of Insurer: AIG Insurance Company of Canada
 Policy No.: 73813101
 Type of Policy: OWNED AUTOMOBILE LIABILITY (O.A.P. No. 1 Owner's Form)
 Limit(s): \$1,000,000
 Policy Period: December 01, 2021 To: November 01, 2022

(b) Description of underlying excess insurance(s), if any.
 Name of Insurer(s):
 Policy No(s):
 Limit(s):
 Policy Period(s):

Item 6. Premium \$INCLUDED Minimum retained premium \$INCLUDED
 NOTE: If the premium is subject to adjustment, an appropriate endorsement will be attached to this policy.

Item 7. Claims must be reported to: **AIG INSURANCE COMPANY OF CANADA**
120 BREMNER BOULEVARD, SUITE 2200
TORONTO, ONTARIO M5J 0A8

Refer to special provisions 7 and 9 of this policy.

NOW THEREFORE, IN CONSIDERATION of the payment of the premium specified and of the statements contained in the application and subject to the limits, special provisions and conditions herein stated and subject, insofar as applicable, to the terms, conditions, general provisions, definitions and exclusions set forth in the first loss policy described in Item 5 of the application, which said terms, conditions, general provisions, definitions and exclusions are by reference incorporated herein, the Excess Insurer agrees to indemnify the Insured under the first loss motor vehicle liability insurance against liability imposed by law upon the Insured for an amount or amounts in excess of the limit(s) of the first loss insurance and the underlying excess insurance for loss or damage arising from the ownership, use or operation of the automobile(s) covered under such first loss insurance and the underlying excess insurance resulting from Bodily Injury to or Death of any Person or Damage to Property.

SPECIAL PROVISIONS

1. The Excess Insurer's ultimate net loss liability shall not exceed the limit stated in Item 4 of the application in excess of the limit(s) of the first loss policy, and the underlying excess policy(ies) stated in Item 5 thereof, or such amount as the first loss Insurer and the underlying excess insurer shall be liable to pay under statute, whichever is the greater.
The words "ultimate net loss" used in this policy mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances excepting the first loss and underlying policy(ies) and shall exclude all expenses and costs.
2. The word "costs" used in this policy means interest accruing after entry of judgment upon that part of the judgment which is within the limit of the Excess Insurer's liability, investigation, adjustment and legal expenses, excluding, however, all office expenses of the Insured, all expenses of salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured.
3. The Excess Insurer agrees to pay costs incurred by or on behalf of the Insured where these costs are not covered by the first loss or underlying excess policy(ies), on the following basis:
 - (a) should any claim or claims become adjustable prior to the commencement of trial for not more than the first loss and underlying excess policy limit(s) then no costs shall be payable by the Excess Insurer;
 - (b) should, however, the amount for which said claim or claims may be so adjustable exceed the first loss and underlying excess policy(ies) limit(s), then the Excess Insurer shall contribute to the costs incurred on behalf of the Insured in the ratio that the Excess Insurer's proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss;
 - (c) in the event that the Insured or the Insurer under the first loss policy elects not to appeal a judgment in excess of the limit(s) of the first loss and underlying excess policy(ies) the Excess Insurer may elect to conduct such appeal and shall be liable for the taxable costs and interest incidental thereto; but in no event shall the total liability of the Excess Insurer exceed the limit of liability stated in Item 4 of the application, plus the expense of such appeal.
4. All recoveries or payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Excess Insurer, provided always that nothing in this policy shall be construed to mean that losses under this policy are not payable until the Insured's ultimate net loss has finally been ascertained.
5. Liability to pay under this policy shall not attach unless and until the first loss and underlying Excess Insurer(s) shall have admitted liability for the first loss and underlying excess limit(s) or unless and until the Insured has by final judgment been adjudged to pay an amount which exceeds such first loss and underlying excess limit(s) and then only after the first loss and underlying Excess Insurer(s) has/have paid or has/have been held liable to pay the full amount of the first loss and underlying excess limit(s).
6. Neither the inclusion of more than one entity in the name of the Insured nor the addition of any additional Insureds under this policy shall in any way operate to increase the limit of liability set forth in Item 4 of the application.
7. Notwithstanding Statutory Condition 3(1) contained in the first loss policy the Insured is only required to give the Excess Insurer notice of any accident if the claim or claims possibly arising therefrom appear likely to exceed the first loss insurance, in which case immediate written notice thereof must be given to the person or firm mentioned in Item 7 of the application.
8. (a) This policy may be terminated
 - (i) by the Excess Insurer giving to the Insured fifteen days' notice of termination by registered mail, or five days' written notice of termination personally delivered; or
 - (ii) by the Insured at any time on request.
 (b) Where this policy is terminated by the Excess Insurer
 - (i) the Excess Insurer shall refund the excess of premium actually paid by the Insured over the pro-rata premium for the expired time, but in no event shall the pro rata premium for the expired time be deemed to be less than any minimum retained premium specified; and
 - (ii) the refund shall accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund shall be made as soon as practicable.
 (c) Where this policy is terminated by the Insured, the Excess Insurer shall refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (d) The refund may be made by money, postal or express company money order, or by cheque payable at par.
- (e) The fifteen days mentioned in clause (i) of sub-condition (a) of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.
- (f) Nothing in this special provision shall in any way affect the operation of the statutory provision in The Insurance Act providing that where the contract or contracts designated in the excess contract terminates or is terminated, the excess contract is automatically terminated. In the event that this policy is automatically terminated, the Excess Insurer agrees to refund the excess of premium actually paid over the pro-rata premium for the expired term (subject to any minimum retained premium specified) as soon as practicable, but if there is any pro-rata premium unpaid the Insured agrees to pay this.

9. Any written notice to the Excess Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Excess Insurer in this province. Written notice may be given to the Insured named in this policy by letter personally delivered to him or by registered mail addressed to him at his latest post office address notified to the Excess Insurer. In this condition the expression "registered" means registered in or outside Canada.

In Witness Whereof, the Insurer has executed and attested these presents; but this Policy shall not be valid until countersigned by a duly Authorized Representative of the Insurer.



Authorized Representative

AIG INSURANCE COMPANY OF CANADA

PRIVACY PRINCIPLES

AIG and Individual Privacy

We at AIG Insurance Company of Canada (referred to as “AIG”, “we”, “our”, or “us”) abide by these *Privacy Principles* and want you, our applicants, policyholders, insureds, claimants, and any other individuals who provide us with personal information (referred to as “Customers” or “you”), to be aware of how and why we handle personal information. We work hard to respect and maintain your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information are fundamental to the products and services we provide.

As a worldwide leader in the delivery of insurance products and other services, the member companies of American International Group, Inc. (“AIG Companies”) offer numerous products and services to many types of consumers and clients in many different countries around the world. Therefore, differing AIG Companies may adopt differing privacy practices to fit their own jurisdiction and business requirements. The AIG Companies Privacy Policy, located at www.aig.com, may also be applicable to our Customers as we conduct our business.

For the purposes of these *Privacy Principles* personal information means information about an identifiable individual. For example: an individual's name, birth date, address, age, health and financial information is personal information which AIG may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business.

1. Consent and Personal Information

AIG obtains consent for the collection, use, and disclosure of personal information, except where consent is not required by law. AIG does not obtain your consent for the collection, use and disclosure of business contact information. By applying for or purchasing AIG's products and services, you are providing your consent to our collection, use, and disclosure of your personal information as set out in these *Privacy Principles*. AIG relies on the broker's advice where the insurance broker tells AIG that we have a Customer's consent to collect information.

Consent may be obtained by AIG and its affiliated companies directly or through a broker or agent, an insurance adjuster, claims administrator, investigator, or lawyer when personal information is collected for claims purposes.

An individual may decline to consent, or revoke consent, to the collection and use of personal information for insurance purposes but in that case, insurance products and related services and the assessment of applications, claims or complaints may be limited or terminated.

2. Collecting Personal Information

We may collect information directly from the individual concerned on applications for insurance and through direct interactions with us, including via AIG websites, software applications made available by us for use on or through computers and mobile devices (the “Apps”), our social media pages set forth in the links in the footer on AIG.com and other means (for example, from your application and claim forms, telephone calls, e-mails and other communications with us, as well as from claim investigators, medical professionals, witnesses or other third parties involved in our business dealings with you). We also collect

information from various third party sources such as: insurance brokers, adjusters, other insurance intermediaries, third party administrators, government, industry associations, and other entities that have information about you. For instance, we may obtain your driving record, claims history and/or credit history, where permitted by law, to assist us in underwriting your application for insurance. We and our service providers may supplement the personal information we collect with information from other sources, such as publicly available information from social media services, commercially available sources and information from our affiliates or business partners. This information from third parties is subject to the privacy policies under which the information was collected.

3. Using Personal Information

Personal information is typically collected and used by us for insurance purposes such as: assessing risk, processing applications for insurance coverage, establishing rates, administering insurance products, developing and improving insurance products and services and other services, including actuarial and pricing tools and risk engineering, risk management and loss prevention programs for our insurance clients, claim assessment, processing and settlement, and, where applicable, managing claim disputes. AIG also uses personal information to detect and prevent fraud, compile statistics, verify and provide information to insurance industry associations, report to regulatory or industry entities in accordance with laws and prudent insurance industry practices, and conduct market research. This may also include collecting and disclosing personal information about third parties with respect to claims made against AIG Customers.

4. Use of Personal information for Marketing Purposes

AIG may collect and use personal information for marketing purposes, such as identifying and communicating with individuals who are most likely to find AIG products and services of interest. AIG may also disclose personal information to our affiliates to use for marketing purposes to offer you their products and services, which may be of interest to you. You may opt not to have us, or alternatively not to have our affiliates, collect, use or disclose personal information for marketing purposes in which case we and our affiliates will not use or disclose personal information for marketing purposes. Offers of upgraded or additional coverage, special offers and promotional mailings, and offers of additional products and services from our affiliates will not be sent by us or our affiliates. As an AIG customer, if you have not opted out of receiving marketing communications, you may receive marketing emails regarding AIG products and services. Each marketing email will include an unsubscribe mechanism, available for you at any time to remove your consent.

5. Accuracy of Your Personal Information

AIG maintains procedures to ensure that the information we collect and use is accurate, up-to-date, and as complete as possible. However, we rely on individuals to disclose all material information to us and to inform us of any changes required. With proof of your identity, a request to access or correct your personal information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called "*Contacting the Privacy Officer*".

6. Safeguarding Your Information

We apply appropriate safeguards to our computer networks and physical files and we restrict access to personal information to those AIG employees, authorized administrators, reinsurers, consultants or insurance representatives who need to know that information in order to underwrite, adjudicate or administer insurance products and services.

7. Disclosure of Personal Information

Personal information is sought and exchanged with both affiliated and unaffiliated insurance companies, reinsurers, insurance and reinsurance brokers and other intermediaries and agents, appointed

representatives, distributors, financial institutions and insurance industry organizations at the time of assessing an application for insurance and any renewal, extension, variation or cancellation of any issued policy, as well as in the event of any claim, to the extent necessary for statistical purposes or to assess and rate a specific risk, determine the status of coverage, and investigate, administer and provide updates regarding claims. We also share information to combat fraud; where permitted or required by law; or, at the request of government institutions in accordance with applicable law.

AIG sometimes retains an affiliated company or an independent third party, reinsurer or a technology service provider (“Authorized Administrator”) to perform on our behalf, certain functions in support of the products and services we provide. Such functions could include the underwriting, offering or administering of AIG insurance products and services or any related claims. Accordingly, in certain instances these affiliates or third parties require your personal information to the extent that it is necessary in the performance of those specific reinsurance, underwriting, marketing, consulting, administrative, analytical, rehabilitative, claims, investigation, reporting or related services. AIG obligates these affiliates and third parties to use and take steps to protect personal information in accordance with the requirements of these *Privacy Principles*.

Some Authorized Administrators may be located outside of Canada, in the United States of America or another foreign jurisdiction outside of Canada. When this occurs, the collection, use and disclosure of personal information will be subject to the laws of the jurisdiction in which it is situated. By communicating personal information to us, applying for and/or acquiring the products and services of AIG, you hereby consent to the authorized administrators located outside of Canada accessing, processing or storing your personal information (as the case may be) and disclosing such personal information as required by the governing laws of that jurisdiction. If you would like to obtain more information about our use of Authorized Administrators or any other service providers located outside of Canada, please contact the Privacy Officer at the address set out below in the section called “*Contacting the Privacy Officer*”.

AIG may transfer your personal information as an asset in connection with any contemplated or actual sale, merger or other disposal of all or part of our business or assets, or as part of a corporate reorganization or other change in corporate control, including for the purposes of determining whether to proceed with such transaction or fulfilling any records or other reporting requirements to such parties. In such circumstances, we will ensure that any transfer of personal information is subject to applicable law and reasonable data protection security, confidentiality and usage protocols and restrictions.

8. Retention and Access to Your Personal Information

We retain personal information for the purposes described in these *Privacy Principles* but only for so long as is necessary. Personal information is stored at one of our offices in Canada or at a location of one of our affiliates in the United States or another foreign country, as required and defined under “*Disclosure of Personal Information*” above. Access to your personal information is limited to our employees, agents, insurance intermediaries, Authorized Administrators and service providers who need access in order to perform their job or provide services. Given the nature of insurance and our on-going exposure to potential claims, where necessary, and when legally required, some of the information we collect for insurance purposes is kept indefinitely.

With proof of your identity, a request to access information in our possession may be made by contacting the Privacy Officer at the address set out below in the section called “*Contacting the Privacy Officer*”. The right to access information is not absolute. Therefore AIG may decline access to information that we have under our control, subject to any legal restrictions or rights of refusal by AIG. Such instances may be as follows:

- the information is subject to solicitor/client privilege;
- the information would reveal personal information about a third party;

- the information could compromise the investigation of a claim; or
- the information is confidential commercial information.

We may charge a reasonable fee in advance for copying and sending information you have requested and to which you have a right of access.

9. Contacting the Privacy Officer

Request for further information, personal information access or any concerns about how we handle your information with AIG should be referred to our Privacy Officer, as follows:

Privacy Officer
AIG Insurance Company of Canada
120 Bremner Blvd.
Suite 2200
Toronto, ON
Canada M5J 0A8
Or at the following e-mail address: AIGCanadaOmbudsman@aig.com
Or you may call us toll free: 1-800-387-4481

10. Internet Privacy Practices

We may collect your information through AIG websites or mobile applications. All personal information collected through our websites and mobile applications are subject to these *Privacy Principles*.

We may collect other information (“**Other Information**”) through our websites or mobile applications that does not reveal your specific identity. Other Information includes but is not limited to:

- browser information;
- information collected through cookies, pixel tags, and other technologies;
- demographic information and other similar information provided by you
- information about your physical location; and
- aggregated information.

We and our third party service providers may collect Other Information in a variety of ways, including the following:

- **Through your internet browser:** Certain information is collected by most websites, such as your IP address (that is, your computer’s address on the internet), screen resolution, operating system type (Windows or Mac) and version, internet browser type and version, time of the visit and the page or pages visited. We use this information for purposes such as calculating our website usage levels, helping diagnose server problems, and administering our website.
- **Using cookies:** Cookies are pieces of information stored directly on the computer you are using. Cookies allow us to recognize your computer and to collect information such as internet browser type, time spent on our website, pages visited, and language preferences. We may use the information for security purposes, to facilitate navigation, to display information more effectively, to personalize your experience while visiting our website, or to gather statistical information about the usage of our website. Cookies further allow us to

present to you the advertisements or offers that are most likely to appeal to you. We may also use cookies to track your responses to our advertisements and we may use cookies or other files to track your use of other websites.

One of the advertisement companies that we use is Google, Inc., trading as DoubleClick. To opt out of the DoubleClick advertisement cookie please visit: <http://www.google.com/intl/en/policies/privacy/#infochoices>. You can refuse to accept other cookies we use by adjusting your browser settings. However, if you do not accept these cookies, you may experience some inconvenience in your use of our website and some online products.

- **Using pixel tags, web beacons, clear GIFs or other similar technologies:** These may be used in connection with some of our website pages and HTML-formatted e-mail messages to, among other things, track the actions of our website users and e-mail recipients, measure the success of our marketing campaigns, and compile statistics about our website usage and response rates.

We use Adobe's Omniture analytics service, which uses cookies and web beacons, to help us understand more about how our website is used by consumers so we can continue to improve it. Adobe does not have the right to use the information we provide to it beyond what is necessary to assist us. For more information on Adobe's Omniture service, including how to opt-out of it, please visit: <http://www.adobe.com/privacy/policy.html#info-manage>.

- **From you:** Some information (for example, your location or preferred means of communication) is collected when you voluntarily provide it. Unless combined with personal information, this information does not identify you personally.
- **Using your physical location:** We may collect the physical location of your device by, for example, using satellite, cell phone tower or WiFi signals. We may use your device's physical location to provide you with personalized location-based services and content, for example, to provide location based reminders or offers when using Apps. We may also share your device's physical location, combined with information about what advertisements you viewed and other information we collect, with our marketing partners to enable them to provide you with more personalized content and to study the effectiveness of advertising campaigns. In some instances, you may be permitted to allow or deny such uses and/or sharing of your device's location, but if you choose to deny such uses and/or sharing, we and/or our marketing partners may not be able to provide you with the applicable personalized services and content. In addition, we may obtain the precise geolocation of your device when you use our mobile applications for purposes of providing travel or other assistance services to our clients who are enrolled in such services. In connection with providing travel or other assistance services, we may share your device's precise geolocation information with our clients and other entities with whom we work. You may opt-out of our collection and sharing of precise geolocation information by deleting the mobile application from your device, by disallowing the mobile application to access location services through the permission system used by your device's operating system, or by following any additional opt-out instructions provided in the privacy notice available within the mobile application.

- **By aggregating information:** We may share non-personally identifiable information collected from you and from through the use of our Apps with our third party service providers in an anonymous and aggregate form for data analytics use and to ensure you receive a better consumer experience, in order to improve and modify our products and services.

Please note that we may use and disclose Other Information for any purpose, except where we are required to do otherwise under applicable law. If we are required to treat Other Information as personal information under applicable law, then, in addition to the uses listed in this “*Website Privacy Practices*” section, we may use and disclose Other Information for all the purposes for which we use and disclose personal information.

11. Third Party Websites

These *Privacy Principles* do not address, and we are not responsible for, the privacy, information or other practices of any third parties, including any third party operating any website to which our website contains a link. The inclusion of a link on our website does not imply endorsement of the linked site by us or by our group companies.

12. Use of Site by Minors

Our website is not directed to individuals under the age of 18, and we request that these individuals do not provide Personal Information through our website.

13. Changes to these Privacy Principles

AIG Canada reserves the right to modify these *Privacy Principles* from time to time. If these *Privacy Principles* change materially, we will take reasonable measures to notify you, including posting a copy of the revised *Privacy Principles* to our website. Accordingly, we recommend that you review our current *Privacy Principles* from time to time at Aig.ca.



**CUSTOMER ADVISORY
REGARDING THE ENFORCEMENT OF
ECONOMIC EMBARGOES AND TRADE SANCTIONS**

This Trade Sanction Advisory is part of **AIG Insurance Company of Canada** comprehensive compliance program and is meant to serve as a reminder of the existing applicable legal requirements with respect to Trade Sanctions.

Your rights as a policyholder and payments to you, any insured or claimant, for loss under this policy may be affected by the administration and enforcement of economic embargoes and trade sanctions applicable to you, any insured, claimant and/or to the insurer and their respective controlling entities (hereinafter "Trade Sanctions").

WHAT IS AN ECONOMIC EMBARGO AND/OR TRADE SANCTION

Trade Sanctions involve the imposition by a country of legal measures to restrict or prohibit trade, services or other economic activity with a target country, entity or individual. For example, the Parliament of Canada has enacted legislation authorizing the imposition of Trade Sanctions through the *United Nations Act*, the *Special Economic Measures Act* and some provisions of the *Export and Import Permits Act*.

Depending upon the identity, domicile, place of incorporation or nationality of the policyholder, insured, claimant, insurer, or the parent company and ultimate controlling entity of the policyholder, insured, claimant or insurer, or the country where the claim arises, Trade Sanctions of foreign countries, including the United States of America, may be applicable. The application of sanctions could necessitate the seizure or freezing of property, including but not limited to the payment of a claim.

Existing Trade Sanctions can be amended, and new Trade Sanctions can be imposed, at any time.

OBLIGATIONS PLACED ON US AS A RESULT OF TRADE SANCTIONS

If we determine that you or any insured, additional insured, loss payee, or claimant are on a prohibited list or are connected to a sanctioned country, entity or individual, or a prohibited activity, as designated by the relevant Trade Sanction, we may be required to comply with the requirements of the applicable Trade Sanction, which by way of example, may include blocking or "freezing" property and payment of any funds and the reporting of such occurrences to the relevant authorities within the prescribed time periods, if any.

POTENTIAL ACTIONS BY US

Depending upon the requirements of the relevant Trade Sanction:

1. We may be required to immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on a prohibited list or connected to a sanctioned country as described in the relevant Trade Sanction.
2. If we cancel your coverage, you may not receive a return premium unless permitted pursuant to the relevant Trade Sanction. All blocked or frozen funds will be placed in an interest bearing blocked account established on the books of a financial institution.
3. We may not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction. Furthermore, we may not defend or provide any other benefits under your policy to individuals, entities or companies on a prohibited list or connected to, or carrying on business in, a sanctioned country as designated by the relevant Trade Sanction.

FILED
07-18-2022
George L. Christenson
Clerk of Circuit Court
2022CV004324
Honorable William
Sosnay-08
Branch 08

EXHIBIT D

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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DRAGAN MICIC and LIDIJA BUBANJA,

: INDEX NO.: 150196/2022

Plaintiffs,

:

-against-

: SUPPLEMENTAL SUMMONS

RIVERCROSS TENANTS' CORPORATION, BOARD :
OF MANAGERS OF RIVERCROSS COOPERATIVE, :
ROSE ASSOCIATES, ROSETERRA MANAGEMENT, :
LLC, ALLIED PARTNERS INC. d/b/a ALLIED :
PARTNERS RESIDENTIAL MANAGEMENT, ALLIED :
PARTNERS MANAGEMENT, LLC, HAMMOND :
MANUFACTURING COMPANY INC., HAMMOND :
POWER SOLUTIONS INC., SUNRISE ELECTRICAL :
SERVICES LLC and JOHN DOES 1-5, :

Plaintiff designates NEW YORK
COUNTY as the place of trial.

The basis for venue: CPLR §503(a),
location of cause of action.

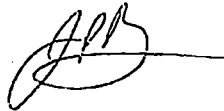
Defendants.

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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED, to answer the complaint in this action and to serve a copy of your answer, of if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' attorney within twenty (20) days after the service of this summons, exclusive of the date of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
March 11, 2022

Yours etc.,



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Attorneys for Plaintiffs

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

DRAGAN MICIC and LIDIJA BUBANJA,

:

INDEX NO.: 150196/2022

Plaintiffs,

:

-against-

:

RIVERCROSS TENANTS' CORPORATION, BOARD

:

OF MANAGERS OF RIVERCROSS COOPERATIVE,

:

ROSE ASSOCIATES, ROSETERRA MANAGEMENT,

:

LLC, ALLIED PARTNERS INC. d/b/a ALLIED

:

PARTNERS RESIDENTIAL MANAGEMENT, ALLIED

:

PARTNERS MANAGEMENT, LLC, HAMMOND

:

MANUFACTURING COMPANY INC., HAMMOND

:

POWER SOLUTIONS INC., SUNRISE ELECTRICAL

:

SERVICES LLC and JOHN DOES 1-5,

:

Defendants.

-----X

Plaintiff Dragan Micic (“Micic”) and Lidija Bubanja (“Bubanja”) (collectively “Plaintiffs”), by their attorneys, Weiner, Millo, Morgan and Bonanno LLP and, Reavis Page Jump LLP, as and for their Verified Complaint herein, as against defendants Rivercross Tenants’ Corporation (“Rivercross”), Board of Managers of Rivercross Cooperative (the “Board”), Rose Associates (“Rose”), RoseTerra Management, LLC (“RoseTerra”), Allied Partners Inc. d/b/a Allied Partners Residential Management, Allied Partners Management, LLC (collectively “Allied”), Hammond Manufacturing Company Inc. (“Hammond”), Hammond Power Solutions Inc. (“HPS”), Sunrise Electrical Services LLC (“Sunrise”) and John Does 1-5, (collectively “Defendants”) allege as follows:

THE NATURE OF THE PROCEEDING

1. This is an action for misrepresentation, negligence, nuisance, breach of the warranty of habitability, loss of consortium and punitive damages arising out of the presence of an

electric transformer, which emitted dangerous levels of electromagnetic radiation, in a transformer room located directly adjacent to and sharing a common wall with Plaintiffs' bedroom in their residential cooperative apartment, number or unit 911, located at 531 Main Street, Roosevelt Island, New York. The existence of the transformer was undisclosed to the Plaintiffs when they purchased and eventually moved into the unit on or about May 31, 2019. For the next 17 months, Plaintiffs slept less than one foot away from the transformer and their upper bodies, more specifically their heads and necks were exposed for 6 to 10 hours a day to levels of radiation that exceeded recommended standards. Despite Plaintiffs' repeated complaints, Defendants did nothing to effectively remediate the situation and allowed the dangerous exposure to continue unabated.

2. As a result of this sustained exposure, Micic developed a tumor in his nasal passage and ocular region within his skull, which was diagnosed in August 2020 as an aggressive form of Adenoid Cystic Carcinoma. This is a rare form of cancer caused by exposure to radiation and other environmental toxic substances. Such type of tumor is normally slow to develop. However, in this instance, due to the constant daily exposure to excessive amounts of EMF radiation to Micic's head and neck, the growth of the tumor was accelerated. In addition, Micic and his wife Bubanja also suffered persistent headaches, fatigue, anxiety, and insomnia caused by the exposure.

3. Since his diagnosis, Micic has undergone extensive treatment, including invasive surgery, radiation and chemotherapy, keeping him from working and engaging in ordinary life activities. The need to undergo the radiation and chemotherapy and the drug regimen needed to support these therapies has put Micic within the high-risk group to develop severe life threatening COVID-19 symptoms and further prevented him from medically qualifying for the COVID-19 vaccine, further endangering his life. Due to the surgical and radiation/chemotherapeutic

treatment, drug regime needed to support such therapies, Micic has suffered significant injury to his body and manifested life altering symptoms as well as requiring additional sinus surgery. The risks to his health remain acute and his long-term prognosis is uncertain.

4. Plaintiff Bubanja has suffered headaches, fatigue, anxiety, depression, insomnia and general stress, as well as loss of consortium.

5. On the advice of Micic's treating surgeon, Plaintiffs moved out and eventually sold in July 21, 2021, at an overall financial loss, their Apartment at 531 Main Street in the middle of the pandemic induced dip in the New York City housing market. They incurred moving and other related expenses as a result of this move.

THE PARTIES, JURISDICTION AND VENUE

6. Plaintiff Micic is a 48-year-old man. Since 2014, he has been employed as a partnerships advisor with UN Office for Project Services (UNOPS), an entity of the United Nations system and he was in charge of governance issues and relationships with UN Member States. Lidija Bubanja and Micic have been married for 6 years. They have no children, although Bubanja is trying to get pregnant. The stress of the events described below has affected her ability to do so.

7. At the time of the events at issue, Plaintiffs resided in Unit 911 (the "Apartment") in 531 Main Street on Roosevelt Island in New York County (the "Building"). Since, August 13, 2021, they have resided in Katonah, New York.

8. Upon information and belief, defendant Rivercross is the owner of a cooperative residential apartment building located at 531 Main Street, Roosevelt Island, New York (the "Building").

9. Upon information and belief, the Building has undergone at least two changes to the management companies that managed the Building just prior to or during the time of the installation of the subject 9th floor transformers and purchase and occupation of the Apartment by the Plaintiffs, including Rose, RoseTerra and Allied.

10. Upon information and belief, the Board operates, manages and controls the Building.

11. Upon information and belief, Allied is the current property management company with offices located at 770 Lexington Avenue, 9th Floor, New York, NY. At the time of at least some of the events at issue, it was the property manager for the Building.

12. Upon information and belief, Rose Associates, with offices at 777 Third Avenue, New York, NY, was the property manager at the time of the installation of the transformers on the 9th Floor of the Building.

13. Upon information and belief, Rose Associates participated in the planning and decision to install the transformers within the 9th floor of the Building in the position they eventually occupied.

14. Upon information and belief, RoseTerra Management, LLC, with offices at 777 Third Avenue, New York, NY, was the property manager at the time of the installation of the transformers on the 9th Floor of the Building.

15. Upon information and belief, RoseTerra Management, LLC, was the property manager at the time of the purchase of unit 911, and for some time thereafter.

16. Upon information and belief, HPS is a supplier of electrical and mechanical equipment for large buildings. It has a principal place of business in Buffalo, NY.

17. Upon information and belief, HPS supplied and participated in the installation of the particular transformers that were installed on the 9th Floor of the Building.

18. Upon information and belief, Sunrise is an electrical contractor, with a principal place of business in Brentwood, New York.

19. Upon information and belief, Sunrise installed the transformers on the 9th Floor of the Building.

20. This court has jurisdiction over all of the defendants pursuant to CPLR §§301 and 302. Venue in New York County is proper in accordance with CPLR §503.

FACTS COMMON TO ALL CLAIMS

Transformers and EMF Radiation

21. Electrical transformers are needed in order to supply electricity to a residential area. The transformer converts the high voltage electricity supplied by the utility (in this case Con-Edison) into the alternating current (110-400 volts AC) suitable for household use. The reduction of voltage produces strong electric and magnetic fields, generally referred to as “electromagnetic fields” otherwise known as EMF radiation. Depending on the amount of power being processed, a stronger or weaker radiation output will exist, particularly for magnetic fields.

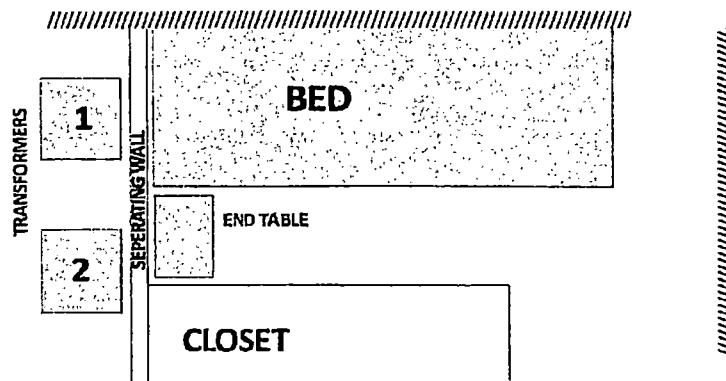
22. It has been recognized that human exposure to excessive or prolonged EMF radiation can create health risks. The Institute of Electrical and Electronics Engineers (IEEE) Standard C95.6, entitled “IEEE Standard for Safety Levels with Respect to Human Exposure to Electromagnetic Fields, 0–3 kHz” details several physiological effects including nerve excitation, cardiac excitation, and alteration of synaptic activity. EMF radiation has also been found in certain circumstances to contribute to, support and accelerate cancer cell growth.

23. Both industry groups and the State of New York have created guidelines for EMF exposure. For example, The Institute of Electrical and Electronics Engineers (“IEEE”) Standard for Safety Levels with Respect to Human Exposure to Electromagnetic Fields, 0-3 kHz

recommends a limit of 0.9 milliTesla [mT] for exposure to the human head. In connection with exposure to power transmission lines, New York State has created field limits of only 0.02 mT.

The Installation of The Transformer

24. Upon information and belief, sometime in 2018 defendant Sunrise with the participation of HPS installed new electric transformer(s) in a utility room of the 9th Floor of the Building. More specifically, two (2) Hammond Power Systems Sentinel K Transformers, part number SK3A0225KB#KF, serial numbers CC00895113 and CC00895114, rated for 225 kilovolt-amperes (kVA) each, with three phase 480 Volt input and 208/120 output. The transformer(s) were installed directly adjacent to the common wall separating the utility room from the bedroom of the Apartment so that the distance between the transformer and the interior bedroom wall was as little as 7-8 inches. The configuration of the bedroom was such that the wall adjoining the transformer room would have been the wall likely to be chosen to place the headboard of the bed and where the head of any bed would have been placed. A diagram of the area is set forth below.



25. Upon information and belief, defendants HPS, Sunrise, Rivercross, Board, Rose, RoseTerra or Allied did not, or did not adequately measure the amount of EMF radiation generated by the transformer or measure whether the amount of EMF radiation in the adjoining bedroom of the Apartment was significantly higher than elsewhere in the Building. At the time of the installation, there was no protective covering or other shielding between the transformer and the Apartment. Despite the fact that the Apartment's only bedroom shared a drywall constructed wall with the transformer room, no attempt was made to shield EMF radiation from the transformers entering the bedroom of the Apartment. No attempt was made to move the transformers away from the bedroom of the apartment immediately adjacent thereto. Defendants thus installed the transformer without regard to any risk it might present to the residents of the neighboring Apartment that shared a common wall.

Defendants Fail to Disclose the Existence of the Transformer

26. Commencing in January 2019, Plaintiffs entered into negotiations for purchase of the Apartment from the estate of its prior owner, Fioriza Mehta. At no point prior to the sale did the Defendants make Plaintiffs aware of the presence of or existence of the transformers on the 9th Floor.

27. Plaintiffs signed a contract to purchase the cooperative Apartment on January 23, 2019. Thereafter, on March 20, 2019, they interviewed with the Rivercross Co-op Board. During this interview or any other time, neither the Board, nor the then Building management company/agent disclosed the existence of the transformer room or the fact that it emitted EMF radiation.

28. The purchase transaction closed on April 16, 2019. In conjunction with the closing, Plaintiffs signed a proprietary lease with Rivercross.

29. After performing renovations to the Apartment in May of 2019, Plaintiffs moved into the Apartment on or about May 31, 2019. Soon thereafter, they suffered fatigue, insomnia, depression, anxiety and headaches. Plaintiffs first discovered the existence of the transformer room and the transformer in August 2019.

30. In August 2019, Plaintiffs expressed their concern about possible EMF radiation to the building resident manager, Mr. Zenel Perezic, an employee/agent of the Board, Rivercross and/or Allied. He assured them the transformer was “state of the art” and perfectly “safe”. Upon information and belief, neither Mr. Perezic nor anyone else at Rivercross or Allied made any further investigation, took any EMF measurements or took any other action in response to Plaintiffs’ concerns. Upon information and belief, Mr. Perezic is not an expert on EMF radiation and not qualified to render an opinion of the safety of the transformer.

Plaintiff Micic Becomes Ill and Defendants Fail to Act

31. By April 2020, Plaintiff Micic’s health condition had worsened. In addition to fatigue, insomnia and headaches, he began to experience difficulty breathing through his right nostril. He started off and on sleeping in a separate room rather than the bedroom next to the transformer. Concerned that the EMF might be affecting Micic’s health, Plaintiffs measured the EMF radiation through a procured meter. The readings showed that the level of magnetic field in the kitchen, living room and study was that which was found throughout the building, but the reading inside the bedroom, specifically near the headboard of the bed were 25 times greater. Mr. Micic reported this to Ms. Perezic, whose primary response was to tell Mr. Micic that sleeping apart from his wife was not good for Mr. Micic’s marriage. Mr. Perezic also told him to take the matter up with the Board.

32. On May 21, 2020, Plaintiff Micic emailed the Board stating that “we are very concerned for potential adverse health effects of increased magnetic radiation from the Transformer room” and requesting that the Board take some remedial action by adding some kind of shielding. Micic stated that he wanted to avoid further health issues and expressed concern for the health of his wife who was trying to get pregnant.

33. In response, in July of 2019, the Board authorized the installation of additional section of sheetrock wall, metal sheet and paint within the plaintiff’s Apartment, specifically the shared wall with the transformer room. In addition, also in July 2019, some metal sheets were installed on the transformer side of the shared wall and a metallic-cloth material was installed around some portions of the transformers facing away from the shared walls. Upon information and belief, Rivercross did not engage in further investigation regarding the EMF radiation or engage an expert to determine how best to remediate the levels. Further, they performed no expert testing in the bedroom following the installations to see if the shielding was impacting the EMF levels. Even after the installation of these materials, the radiation levels in the bedroom were still significantly higher than in the rest of the Apartment or the Building generally.

34. In October 2020, a tumor in Micic’s nasal passage was discovered. The tumor was large and had grown rapidly in the prior months. Micic reported his diagnosis to the Mr. Perezic and requested that the Board consider further action to reduce the EMF radiation or, if that did not work, to move the transformer. He was told by Mr. Perezic that moving the transformer was not an option and that management was still considering its options. Mr. Perezic further suggested that Plaintiff’s wife sleep with her feet toward the headboard.

35. Micic followed up with an email communication to the Chairman/President of the Board on October 25, 2020, informing him of his aggressive tumor, again asking that some action

be taken because “I don’t feel comfortable anymore to be exposed for 8-10 hours to any wires/boxes and I trust I don’t need to explain how worried I am for the health of my wife.”

36. In an email dated October 27, 2020, the Board stated “that it intends to retain another electrical engineer to evaluate the steps that have already been taken and to advise us on whether additional steps can be taken to reduce the EMFs”. Although the Board promised that “this would be a priority,” no engineer was retained **until six months later** in April 2021.

37. In the interim, Micic received advice from his treating physician that radiation was a potential cause for the development of the tumor. He and his wife were advised by the physician to move out of the Apartment because of the risk and the possible interference with any recovery. Micic inquired as to whether Rivercross could help them relocate and was told by Board president there were no options for relocation in the Building.

38. In late October 2020, Micic’s tumor was confirmed to be malignant. The testing required for the confirmation required invasive and painful biopsies into his sinuses. He underwent head and sinus surgery on December 14, 2020, but not all of the tumor could be removed because of its location immediately adjacent to his optic nerves and other nerve tissues in his head, neck, and sinuses. Following the surgery, a devastating round of aggressive chemotherapy and radiation began that had significant temporary and permanent impact on his health and body. The drug regimen required to support these therapies was also devastating upon Micic’s mental and physical health and wellbeing. The cancer, the therapies and the supporting drug regimen placed Micic in the group of persons more likely to develop severe and life threatening COVID-19 symptoms. The surgery and radiation caused so much damage and alteration to his sinuses and ear canals, he was then caused to undergo another surgery to his sinuses on August 19, 2021. An infection developed and further pain and discomfort, more than what was expected from the surgery itself, was endured.

Despite being at more risk than the general population to develop life-threatening symptoms of COVID-19 infection, Micic, because of the post-surgical treatment regime, has an extremely weak immune system that upon medical opinion cannot take the vaccine. Micic's long-term prognosis remains uncertain. While he is still working at UNOPS, Mr. Micic's responsibilities were given to another person who was appointed by UNOPS Executive Director. This can negatively affect Mr. Micic's future career and opportunities for promotion and advancement.

39. Micic's tumor is a form of Adenoid Cystic Carcinoma, a rare form of cancer that is typically slow to develop. The onset and rapid growth of the tumor is an aberration that could be caused by external environmental factors including radiation. Upon information and belief, Micic's prolonged exposure to elevated levels of EMF radiation from on or about May 31, 2019 through April of 2020, and to a less frequent degree thereafter, was a direct cause of the tumor, and/or the tumor's accelerated growth.

Inspection and Sale of Plaintiffs' Apartment

40. Acting on medical advice, in the middle of the COVID-19 pandemic, Plaintiffs placed their Apartment on the market and were able to sell and left the Apartment in August of 2021. They put the unit up for sale in February 18, 2021 and closing occurred in July 21, 2021. The sale price, subtracting the closing costs, maintenance fees incurred, and the costs of renovation incurred prior to moving into the Apartment was less than what they had paid for the Apartment a little more than 2 years prior. They also incurred at least \$4,275 for the rent and hotel fees they had to pay to find a place to live before they could move into their home in Katonah.

41. On June 15, 2021, an inspection of the transformer room and the Apartment occurred in which EMF measurements were taken. The inspection began around 9:00 am and concluded at approximately 11:30 am. The EMF measurements at or about the headboard of the

bed located within the bedroom were in excess of levels recommended under IMME or New York State standards. Field strength increases during the period of greater electrical power being drawn through the transformers; such increase in strength is linear to power drawn, but much greater at closer distances.

42. The major factor in reducing the level of EMF radiation, particularly the magnetic field, was not the amount of shielding, which had a relatively minimal effect in reducing the radiation output, but the distance away from the transformer. Thus, the most effective way to reduce exposure was to install the transformers at a greater distance from the shared wall with the Apartment, or once installed move the transformer away from the shared Apartment wall, which Rivercross and the Board refused to do.

43. Further, upon information and belief, EMF levels taken in the morning were significantly less than those that occurred in overnight where power usage in the Building was the highest. Upon information and belief, power usage at all times herein mentioned were the highest in the overnight. Accordingly, EMF levels were at their maximum when Plaintiffs were sleeping in the Apartment and materially greater than the morning levels measured during the June 15 inspection.

Harm to Plaintiffs

44. As a result of Defendants' actions Micic is currently suffering from a life-threatening illness with an uncertain prognosis and has been forced to undergo two surgical procedures, aggressive chemotherapy and radiation treatments and the accompanying drug regimen that have significant side effects. As a result of his medical condition, Micic has been unable to work full-time and suffered a material loss of income as well as incurring significant medical expenses. His professional career is also negatively affected.

45. Plaintiff Bubanja has also suffered physical and emotional distress, including insomnia, depression, anxiety, headaches and general stress. Because of her husband's illness and treatment, Plaintiffs have been unable to get pregnant. She has also reduced her working hours, lost career opportunities, and suffered significant loss of income.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS
(NEGLIGENT MISREPRESENTATION)

46. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 45 as though fully set forth at length herein.

47. Defendants knew or should have known that the installation of the transformer directly adjacent to and sharing a common wall with the Apartment bedroom presented an unreasonable risk to the Plaintiffs' person and property. Defendants' failure to disclose such risk constituted a material misrepresentation or omission upon which Plaintiffs relied.

48. As a result of Defendants' misrepresentation, Plaintiffs have suffered damages in an amount to proven at trial.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST ALL
DEFENDANTS
(NEGLIGENCE)

49. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 48 as though fully set forth herein.

50. Defendants owe a duty of reasonable care to the Plaintiffs to prevent dangerous and hazardous conditions and to prevent intrusions of dangerous radiation into Plaintiffs' Apartment. Defendants breached their duty of care which caused injury to Plaintiffs' person and property.

51. In particular, such negligence is the direct and proximate cause of injury to Plaintiffs' persons, including cancer in Micic, and headaches, insomnia and other physical and emotional distress in Micic and Bubanja.

52. Plaintiffs have suffered damages as a result of Defendants' negligence in an amount to be proven at trial.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST ALL
DEFENDANTS
(NUISANCE)

53. Plaintiffs repeat and reallege the allegations set forth in paragraph 1 through 52 as if fully set forth herein.

54. Defendants' installation of the transformer next to the shared wall of the Apartment has created dangerous levels of EMF radiation which substantially interfered with Plaintiffs' use and enjoyment of the Apartment.

55. Defendants' actions in causing such interference were negligent and/or reckless.

56. Defendants knew or should have known that their actions caused excessive EMF radiation to enter into the Apartment.

57. Defendants' actions constitute a private nuisance.

58. Defendants had actual notice of the nuisance and have had a reasonable opportunity to abate the nuisance.

59. Defendants' conduct constitutes a private nuisance and has proximately caused and will continue to cause injury to Plaintiffs in an amount to be determined at trial.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANTS
RIVERCROSS AND BOARD
(WARRANTY OF HABITABILITY)

60. Plaintiffs repeat and reallege the allegations set forth in paragraph 1 through 59 as if fully set forth herein.

61. Pursuant to Section 235-b of the Real Property Law of the State of New York ("Section 235-b"), the Proprietary Lease for the Apartment contains an implied covenant or

warranty of habitability pursuant to which Defendant Rivercross warranted that Plaintiffs would not be subjected to any condition in their Apartment that would be dangerous, hazardous or detrimental to their life, health or safety.

62. As such, it is Rivercross's and Board's responsibility to provide Plaintiff with a habitable Apartment, free from intrusions of dangerous and hazardous radiation.

63. By reason of Rivercross's and Board's actions, it has breached the implied covenant or warranty of habitability created in the Proprietary Lease by Section 235-b.

64. By the reason of the breach of the warranty of habitability, Plaintiffs have sustained and will continue to sustain damage to their person and property, in an amount to be proven at trial.

AS AND FOR A FIFTH CAUSE OF ACTION AGAINST ALL
DEFENDANTS
(LOSS OF CONSORTIUM)

65. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 64 as if fully set forth herein.

66. At all times herein mentioned, Plaintiff Bubanja is the legal spouse of Plaintiff Micic.

67. By reason of the injuries and medical condition suffered and sustained by Micic, and as a direct, natural, proximate, and foreseeable result thereof, Bubanja has been deprived of her husband's comfort, society, and companionship, and such deprivation resulted in the general damage of Plaintiff Bubanja in an amount to be determined at trial.

AS AND FOR A SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
(PUNITIVE DAMAGES)

68. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs 1 through 67 as if fully set forth herein.

69. The conduct of Defendants in installing the transformer directly adjacent to the Apartment's bedroom, within inches of the shared wall, and in failing to disclose or remediate the risks, which were well known to Defendants, was attended by circumstances of fraud, malice, or willful and wanton conduct, done heedlessly and recklessly, without regard to consequence, or of the rights and safety of others, particularly the Plaintiffs.

70. Plaintiffs are therefore entitled to punitive damages in an amount reasonably related to Plaintiffs' actual damages, and to Defendants' wealth, and sufficiently large to be an example to others and to deter Defendants and others from engaging in similar conduct in the future.

WHEREFORE, Plaintiffs demands judgment herein:

(a) A money judgment awarding Plaintiffs an amount to be determined at trial, which includes, but is not limited to:

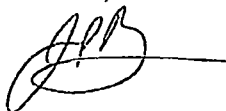
- i. compensatory damages for injury to person and property;
- ii. damages for emotional distress
- iii. punitive damages in an amount not less than \$5,000,000;
- iv. Loss of future income

(b) Interest, costs and expenses, including reasonable attorneys' fees.

(c) Such other and further relief as this Court may deem just and proper.

Dated: New York, New York
March 11, 2022

Yours etc.,



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WMMB File No.: 901-265

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Alice K. Jump
41 Madison Avenue
New York, New York 10025
212-763-4100
Attorneys for Plaintiffs


VERIFICATION

STATE OF NEW YORK }
 } ss:
COUNTY OF NEW YORK }

The undersigned, an attorney admitted to practice in the Courts of the State of New York shows:

Deponent is a member of the firm, Weiner Millo Morgan & Bonanno LLC, counsel for the Plaintiffs in the within action; deponent has read the foregoing Supplemental Summons and Verified Amended Complaint and knows the contents thereof; the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true. This Verification is made by deponent and not by Plaintiffs, because Plaintiffs reside outside the County of New York where the deponent maintains his office.

Dated: New York, New York
March 11, 2022



John P. Bonanno, Esq.

INDEX NO.: 150196/2022

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DRAGAN MICIC and LIDIJA BUBANJA,

Plaintiffs

- against -

RIVERCROSS TENANTS' CORPORATION, BOARD OF MANAGERS OF RIVERCROSS
COOPERATIVE, ROSE ASSOCIATES, ROSETERRA MANAGEMENT, LLC, ALLIED
PARTNERS INC. d/b/a ALLIED PARTNERS RESIDENTIAL MANAGEMENT, ALLIED
PARTNERS MANAGEMENT, LLC, HAMMOND MANUFACTURING COMPANY INC.,
HAMMOND POWER SOLUTIONS INC., SUNRISE ELECTRICAL SERVICES LLC AND
JOHN DOES 1-5,

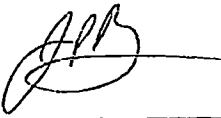
Defendants

SUPPLEMENTAL SUMMONS & VERIFIED AMENDED COMPLAINT

WEINER, MILLO, MORGAN & BONANNO, LLC
ATTORNEYS AT LAW

Attorneys for PLAINTIFFS

437 MADISON AVENUE • 24TH FLOOR
NEW YORK, NEW YORK 10022
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FACSIMILE (212) 889-5228

*Pursuant to 22 NYCRR 130-1.1.a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.4-a.*Dated: March 11, 2022

JOHN P. BONANNO, ESQ.

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----X
DRAGAN MICIC and LIDIJA BUBANJA

Plaintiff/Petitioner,

- against -

Index No.150196/2022

RIVERCROSS TENANTS CORPORATION, BOARD OF MANAGERS OF RIVERCROSS COOPERATIVE, ROSE ASSOCIATES, ROSE TERRA MANAGEMENT, LLC, ALLIED PARTNERS INC. d/b/a ALLIED RESIDENTIAL MANAGEMENT, ALLIED PARTNERS MANAGEMENT, LLC, HAMMOND MANUFACTURING COMPANY INC., HAMMOND POWER SOLUTIONS INC., SUNRISE ELECTRICAL SERVICES LLC and JOHN DOES 1-5,

Defendant/Respondent.

-----X

**NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)**

You have received this Notice because:

1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and

2) You are a Defendant/Respondent (a party) in this case.

• **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

• **If you are not represented by an attorney:**

You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The benefits of participating in e-filing include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

**Information for Attorneys
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

1) immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile ; or

2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: nyscef@nycourts.gov).

Dated: 03/18/2022

Alice K. Jump

Name

Reavis Page Jump LLP

Firm Name

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Address

212-763-4100

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E-Mail

To: Hammond Power Solutions Inc.

1100 Lake Street

Baraboo, WI 53913

2/24/20

EXHIBIT B

Milwaukee County Case Number 2022CV004324 Hammond Power Solutions, Inc. vs. National Union Fire Insurance Company of Pittsburgh, PA

Case summary

Filing date	Case type	Case status
07-08-2022	Civil	Open - Electronic filing
Class code description	Responsible official	Branch ID
Other-Contract	Sosnay-08, William	08

Party summary

Party type	Party name	Party status
Plaintiff	Hammond Power Solutions, Inc.	
Defendant	National Union Fire Insurance Company of Pittsburgh, PA	
Plaintiff	Hammond Power Solutions Inc.	
Defendant	AIG Insurance Company of Canada	

Parties

Plaintiff: Hammond Power Solutions, Inc.

Date of birth	Sex	Race
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Address (last updated 07-08-2022)
1100 Lake St., Baraboo, WI 53913 US

Attorneys

Attorney name	Guardian ad litem	Entered
Gutschow, Brandon R., Esq	No	07-08-2022
Schwartz, Hannah	No	07-08-2022

Defendant: National Union Fire Insurance Company of Pittsburgh, PA

Date of birth	Sex	Race
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Address (last updated 07-08-2022)
c/o Corporation Service Company, 8040 Excelsior Drive Suite 400, Madison, WI 53717 US

Plaintiff: Hammond Power Solutions Inc.**Date of birth****Sex****Race****Address (last updated 07-18-2022)**

595 Southgate Drive, Guelph N1G3W6 CA

Attorneys**Attorney name**

Schwartz, Hannah

Guardian ad litem

No

Entered

07-19-2022

Defendant: AIG Insurance Company of Canada**Date of birth****Sex****Race****Address (last updated 07-18-2022)**

120 Bremner Blvd., Suite 2200, Toronto M5J048 CA

Court record

Date	Event	Court official	Court reporter	Amount
08-10-2022	Affidavit of service Additional text: AIG Insurance Company of Canada, filed.	Sosnay-08, William		
07-28-2022	Affidavit of service Additional text: National Union Fire Insurance Company, filed.	Sosnay-08, William		
07-19-2022	Notice of retainer Additional text: filed by Attorney Hannah Schwartz on behalf of plaintiff's.	Sosnay-08, William		
07-19-2022	Electronic Notice Update			
07-18-2022	Exhibit Additional text: C - Part 2 of Umbrella Policy, filed.	Sosnay-08, William		
07-18-2022	Exhibit Additional text: C - Part 1 of Umbrella Policy, filed.	Sosnay-08, William		

Date	Event	Court official	Court reporter	Amount
07-18-2022	Exhibit Additional text: D - Underlying suit, filed.	Sosnay-08, William		
07-18-2022	Exhibit Additional text: A - National Union Policy, filed.	Sosnay-08, William		
07-18-2022	Exhibit Additional text: B - Part 4 of CGL Policy - AIG Canada, filed.	Sosnay-08, William		
07-18-2022	Exhibit Additional text: B - Part 3 of CGL Policy - AIG Canada, filed.	Sosnay-08, William		
07-18-2022	Exhibit Additional text: B - Part 2 of CGL Policy - AIG Canada, filed.	Sosnay-08, William		
07-18-2022	Exhibit Additional text: B - Part 1 of CGL Policy - AIG Canada, filed.	Sosnay-08, William		
07-18-2022	Amended summons and complaint Additional text: filed.	Sosnay-08, William		
07-08-2022	Exhibit			
07-08-2022	Exhibit			
07-08-2022	Filing fee paid Additional text: Adjustment Number: 22A 063000, Payable Number: 1018443, Receipt Number: 22RP027588, Amount: \$289.00			\$289.00
07-08-2022	Case initiated by electronic filing			
07-08-2022	Summons and complaint	Sosnay-08, William		